

12 JANUARY 2022

Letter of Appointment

Mr.ANSHUMAN SHARMA

E Code -A1249

Address: B-33, Vashistha Marg, Shyam Nagar, Sodala, Jaipur - 302019

Dear MR. ANSHUMAN SHARMA,

Pursuant to our Offer Letter, this letter confirms our offer of a full-time position as: **Software Trainee** with '360 Degree Cloud Technologies Pvt. Ltd.', (herein after referred to as "360 DEGREE CLOUD") is effective from **10 January 2022**.

Inter alia other terms and conditions as mentioned in your Employment Agreement, we at 360 DEGREE CLOUD will pay you an annual **CTC of 360000.00 Per Annum**. Your salary and perquisite details will be as per Annexure 1. All compensation payable to you shall be subject to deduction of tax at source as per applicable laws and you shall be issued a Tax deduction certificate in this regard post end of each financial year.

No provision in your Employment Agreement herein is to be construed as a guaranty of your continued employment. Any contrary agreement must be in writing and must be signed by the Authorized Signatory of 360 DEGREE CLOUD. Moreover, this letter does not create any such contrary agreement.

This offer of employment is contingent upon certain conditions being fulfilled including your agreement to and execution of 360DEGREE CLOUD standard **Employment Agreement (Exhibit A) and Nondisclosure, Developments and Non-compete Agreement (Exhibit B)**, included with this letter. You must sign this Agreement prior to beginning your employment with us.

Additionally, you shall also be signing a separate document with 360 DEGREE CLOUD which shall detail out the clauses of your employment with us qua the training and probation subject to the policies of the company.

In addition, 360 DEGREE CLOUD reserves the right to withdraw its offer at any time should it find any discrepancies in details provided by you in your resume, during the interview against details obtained through reference and background checks.

This Appointment letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favour of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

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By acceptance of this Appointment letter, the employee confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this appointment letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well and subjected to legal prosecution under the law.

By acceptance of this Appointment letter, you undertake not to join any other company for next 12 months from the Date of leaving 360 Degree Cloud.

By acceptance of this appointment letter, you also undertake that if any recorded lead belonging to 360 Degree Cloud is found stolen because of you then you will be strictly liable to pay fine of \$50 to 360 Degree Cloud.

Your salary will be subject to all applicable taxes and other deductions as per Indian tax Statutes.

Finally, by signing this letter, you are representing to 360 DEGREE CLOUD that you are not subject to any agreement that precludes you from not signing this Employment Agreement.

We are looking forward to having you join our team as an employee and believe you will find the experience a rewarding one.

Sincerely,

For 360 DEGREE CLOUD Technologies Pvt. Ltd.



Ms. Pooja Sehgal (Director)



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Compensation Benefit & Structure

Employee Name: Anshuman Sharma

Designation: Software Trainee

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00
OTHER BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Insurance	Fixed	750.00	9000.00
CONTRIBUTION			
COMPONENT NAME	MONTHLY CONTRIBUTION		YEARLY CONTRIBUTION
Employer PF	1755.00		21060.00
Gratuity	703.00		8436.00
RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

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For 360 DEGREE CLOUD Technologies Pvt. Ltd.

Agreed and Accepted



Mr. Siddharth Sehgal (CEO)

Mr. Anshuman (Software Trainee)



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Offer Letter

Date :09/12/2021

Dear Ayush Sinha,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Sales Trainee** and the place of the employment shall be **Jaipur**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 450000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **10/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **10/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Sales Trainee** from 10/01/2022.

Signature:

Mr. Ayush Sinha (Sales Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	450000.00
Gross Benefit Amount	26792.00
Other Benefits	8250.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Performance Variable	Variable	90000.00
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date :08/12/2021

Dear Bhavya Anand,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Noida**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Bhavya Anand (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date : 08/12/2021

Dear GAURAV SINGH YADAV,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Noida**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Gaurav Singh Yadav (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date : 08/12/2021

Dear IPSHITA SHARMA,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Noida**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Ipshita Sharma (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

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- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Date: 22/03/2022

To whomsoever it may concern

This is to certify that **Mr. Kapil Sharma** is working as a full time employee with 360 Degree Cloud Technologies Pvt. Ltd. w.e.f from 11th Jan 2022 as a **Software Trainee** currently he is reporting to Ms. Anisha Jain (Human Resource)

Office Address: SCO-12, Second Floor, Sector-16, Faridabad, Haryana-121002, India'.

With Regards,
HR Team



Pooja Singhal
Managing Director



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Offer Letter

Date : 08/12/2021

Dear KRATIKA MEHTA,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team. We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Noida**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

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The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Kratika Mehta (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
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Offer Letter

Date :21/01/2022

Dear Mrigank Saxena,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Jaipur**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **24/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **24/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 24/01/2022.

Signature:

Mr. Mrigank Saxena (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date : 08/12/2021

Dear NIMISHA MANOCHA,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Noida**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Nimisha Manocha (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date :08/12/2021

Dear Sachin Somani,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Software Trainee** and the place of the employment shall be **Jaipur**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **10/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **10/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Software Trainee** from 10/01/2022.

Signature:

Mr. Sachin Somani (Software Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Offer Letter

Date :08/12/2021

Dear Shubhendra Chaddha,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Software Trainee** and the place of the employment shall be **Work From Home**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **10/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **10/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Software Trainee** from 10/01/2022.

Signature:

Mr. Shubhendra Chaddha (Software Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.

Date: 20th Jan 2022

To,
Mr. Prashant Yadav
Motia Kalan(96),
Rewari, Haryana, 123411

OFFER OF TRAINING



Dear Mr. Prashant Yadav,

With reference to your application and the subsequent interview you had with us we are pleased to appoint you as **Management Trainee on MT Grade in Information Technology Department** at our **Jaipur-Mansarovar Office Branch** for a period of twelve month commencing from **21 January 2022** at a consolidated stipend of **Rs. 25000/- (Rupees Twenty five thousand Only)** per month.

Your training is subject to the following terms and conditions.

1. During the training period you are required to undertake all duties and activities as assigned to you by your supervisor and Head of the department.
2. During the training period you will not act in a manner prejudicial, to the interest of the management of establishment.
3. You will be entitled to all the benefits as suitable to your grade.
4. Mobile CUG Connection will be provided by the Company as per policy.
5. Professional tax shall be deducted as per rules.
6. Your confirmation of the employment with the organization will be based on the performance & will be subject to the decision of management.
7. On Successful completion of one year training period from your DOJ, your employment will be confirmed. At the time of confirmation you will be promoted as Assistant Manager at M-3 Grade. You will have to sign two and half year bond with organization at the time of date of joining.
8. This offer of training is subject to you being found medically fit by the company's doctor or any other medical practitioner duty authorized by the company.
9. You will be regulated by the company's rules and regulations as applicable to your cadre, breach of any such rules and regulations will entitle the management to terminate your training without any notice.
10. During the period of your training, you shall not take up services of be employed elsewhere or do any work either on your own account or otherwise, other than that of ours.
11. Your training may be terminated at any time with/without notice by the management. However, you may terminate your training by giving one months' notice to us post completion of one year Employment contract.
12. It is a specific condition that if at any time during your training, it is established that you have been absorbed as a trainee under false pretense or on basis of false information or whatsoever; your training may be terminated immediately without any notice or without any payment in lieu of notice.
13. In the event of your training being terminated for any reason you will return all items issued to you such as Identity Card, Sim Card, Stationary items or key s, Visiting Card, any other official belonging, etc., to the concerned department.
14. You will be eligible for performance bonus based on the performance appraisal on completion of one year from your respective date of Joining. Your performance bonus will be calculated based on performance rating, above calculation is indicative and is based on superior level rating. If any bonus is paid before completion of one year, such amount shall be part of performance bonus.

If you agree to the aforesaid terms and conditions please return the duplicate copy of this with your signature thereon signifying your acceptance.

We are happy to welcome you to our organization and are confident that this will result in a mutually advantageous relationship.

Yours faithfully,

For **AAVAS FINANCIERS LIMITED.**



Human Resource Department

Acceptance

I hereby declare that I have carefully studied and understood the terms and conditions of training herein detailed.

I accept and undertake to abide by the said terms and conditions. SIGNATURE: _____ DATE: _____ PLACE



AAVAS FINANCIERS LIMITED

(Formerly known as "Au HOUSING FINANCE LIMITED")

An ISO 9001: 2015 Certified Company | CIN NO.: L65922RJ2011PLC034297

Regd. & Corp. Office: 201-202, 2nd Floor, Southend Square,

Mansarovar Industrial Area, Jaipur-302020

Tel: +91 141 661 8888 | E-Mail: info@aa vas.in, Website: www.aa vas.in



Date: 3rd Jan 2022

To,
Ms. Neha Modi
382 A/2, Kusum Vihar, Ram Ngriya Road, Jagatpura
Jaipur, Rajasthan, 302025

OFFER OF TRAINING



Dear Ms. Neha Modi,

With reference to your application and the subsequent interview you had with us we are pleased to appoint you as **Management Trainee in Information Technology Department** at our **Jaipur-Mansarovar Office Branch** for a period of twelve month commencing from **4 January 2022** at a consolidated stipend of **Rs. 30000/- (Rupees Thirty thousand Only)** per month.

Your training is subject to the following terms and conditions.

1. During the training period you are required to undertake all duties and activities as assigned to you by your supervisor and Head of the department.
2. During the training period you will not act in a manner prejudicial, to the interest of the management of establishment.
3. You will be entitled to all the benefits as suitable to your grade.
4. Mobile CUG Connection will be provided by the Company as per policy.
5. Employee State Insurance Corporation & Professional tax shall be deducted as per rules.
6. Your confirmation of the employment with the organization will be based on the performance & will be subject to the decision of management.
7. On Successful completion of one year training period from your DOJ, your employment will be confirmed. At the time of confirmation you will be promoted as Assistant Manager at M-3 Grade. You will have to sign two and half year bond with organization at the time of date of joining.
8. This offer of training is subject to you being found medically fit by the company's doctor or any other medical practitioner duly authorized by the company.
9. You will be regulated by the company's rules and regulations as applicable to your cadre, breach of any such rules and regulations will entitle the management to terminate your training without any notice.
10. During the period of your training, you shall not take up services of be employed elsewhere or do any work either on your own account or otherwise, other than that of ours.
11. Your training may be terminated at any time with/without notice by the management. However, you may terminate your training by giving one months' notice to us post completion of one year Employment contract.
12. It is a specific condition that if at any time during your training, it is established that you have been absorbed as a trainee under false pretense or on basis of false information or whatsoever; your training may be terminated immediately without any notice or without any payment in lieu of notice.
13. In the event of your training being terminated for any reason you will return all items issued to you such as Identity Card, Sim Card, Stationary items or key s, Visiting Card, any other official belonging, etc., to the concerned department.
14. You will be eligible for performance bonus based on the performance appraisal on completion of one year from your respective date of joining. Your performance bonus will be calculated based on performance rating, above calculation is indicative and is based on superior level rating. If any bonus is paid before completion of one year, such amount shall be part of performance bonus.

If you agree to the aforesaid terms and conditions please return the duplicate copy of this with your signature thereon signifying your acceptance.

We are happy to welcome you to our organization and are confident that this will result in a mutually advantageous relationship.

Yours faithfully,

For **AAVAS FINANCIERS LIMITED**,

Human Resource Department

Acceptance

I hereby declare that I have carefully studied and understood the terms and conditions of training herein detailed.

I accept and undertake to abide by the said terms and conditions. SIGNATURE-.....DATE-.....PLACE



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An ISO 9001: 2015 Certified Company | CIN NO.: L65922RJ2011PLC034297

Regd. & Corp. Office: 201-202, 2nd Floor, Southend Square,

Mansarovar Industrial Area, Jaipur-302020

Tel: +91 141 661 8888 | E-Mail: info@aaivas.in, Website: www.aaivas.in

AAVAS

Date: 1st Jan 2022

To,
Ms. Diksha Vyas
Flat no. 101 plot no. 351/354, gayatri nagar a durgapura, maharani farm durgapur
Jaipur, Rajasthan, 302018



OFFER OF TRAINING

Dear Ms. Diksha Vyas,

With reference to your application and the subsequent interview you had with us we are pleased to appoint you as **Management Trainee** in **Sales Department** at our **Jaipur-Mansarovar Office Branch** for a period of twelve month commencing from **4 January 2022** at a consolidated stipend of **Rs. 30000/- (Rupees Thirty thousand Only)** per month.

Your training is subject to the following terms and conditions.

1. During the training period you are required to undertake all duties and activities as assigned to you by your supervisor and Head of the department.
2. During the training period you will not act in a manner prejudicial, to the interest of the management of establishment.
3. You will be entitled to all the benefits as suitable to your grade.
4. Mobile CUG Connection will be provided by the Company as per policy.
5. Employee State Insurance Corporation & Professional tax shall be deducted as per rules.
6. Your confirmation of the employment with the organization will be based on the performance & will be subject to the decision of management.
7. On Successful completion of one year training period from your DOJ, your employment will be confirmed. At the time of confirmation you will be promoted as Assistant Manager at M-3 Grade. You will have to sign two and half year bond with organization at the time of date of joining.
8. This offer of training is subject to you being found medically fit by the company's doctor or any other medical practitioner duly authorized by the company.
9. You will be regulated by the company's rules and regulations as applicable to your cadre, breach of any such rules and regulations will entitle the management to terminate your training without any notice.
10. During the period of your training, you shall not take up services of be employed elsewhere or do any work either on your own account or otherwise, other than that of ours.
11. Your training may be terminated at any time with/without notice by the management. However, you may terminate your training by giving one months' notice to us post completion of one year Employment contract.
12. It is a specific condition that if at any time during your training, it is established that you have been absorbed as a trainee under false pretense or on basis of false information or whatsoever; your training may be terminated immediately without any notice or without any payment in lieu of notice.
13. In the event of your training being terminated for any reason you will return all items issued to you such as Identity Card, Sim Card Stationary items or key s, Visiting Card, any other official belonging, etc., to the concerned department.
14. You will be eligible for performance bonus based on the performance appraisal on completion of one year from your respective date of Joining. Your performance bonus will be calculated based on performance rating, above calculation is indicative and is based on superior level rating. If any bonus is paid before completion of one year, such amount shall be part of performance bonus.

If you agree to the aforesaid terms and conditions please return the duplicate copy of this with your signature thereon signifying your acceptance.

We are happy to welcome you to our organization and are confident that this will result in a mutually advantageous relationship.

Yours faithfully,

For **AAVAS FINANCIERS LIMITED.**

Human Resource Department

Acceptance

I hereby declare that I have carefully studied and understood the terms and conditions of training herein detailed.

I accept and undertake to abide by the said terms and conditions. SIGNATURE-.....DATE-.....PLACE



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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Aakansha Singhal
C10941750**

**948 devi bhawan, inside shree ji ki mori, tripolia bazar, badi chopad, Jaipur
8005570330**

Dear **Aakansha Singhal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

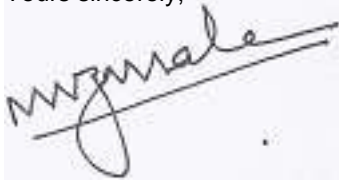
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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2 messages

Wed, Nov 10, 2021 at 10:01 PM

Cc: Nousheen Khan <nousheen.hr@jecrc.ac.in>, Rahul Saxena <pa.director@jecrc.ac.in>, Sana HR <sana.hr@jecrc.ac.in>

JECRC Foundation
Email: directorhr@jecrc.ac.in | Site: www.jecrcfoundation.com | M: +91 9982682915
Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sangner Sadar Thana Tonk Road 302022 Rajasthan India

To: hrd@jecrc.ac.in <hrd@jecrc.ac.in>
Cc: Arora, SHILPA <shilpa.f.arora@accenture.com>, Bharat Prajapati, Damini <damini.prajapati@accenture.com>, Tripathi, Prakhhar <prakhhar.d.tripathi@accenture.com>



Accenture India Recruitment
Phone: +91 9835855055

If you have any concerns during the recruitment process, please reach out to:

1st Level- India E School hiring Recruiting Lead: Rohit.Jhamb@accenture.com

2nd Level- India Recruiting Director: Jeremy.James@accenture.com

accenture



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www.accenture.com

JECRC Group.xlsx
11K

Director HR Jecrc <directorhr@jecrc.ac.in>

To: Tpo JECRC University <tpo@jecrcu.edu.in>, Sijo Joji <sijo.joji@jecrcu.edu.in>, Vinayak Gupta <vinayakgupta.hr@jecrcu.edu.in>, Prashant Jadoun <prashant.jadoun@jecrcu.edu.in>, Pooja Bajoria <pooja.bajoria@jecrcu.edu.in>, "TPO, CS Dept." <tpo.cse@jecrc.ac.in>, "TPO, IT Dept." <tpo.it@jecrc.ac.in>, "TPO, ECE Dept." <tpo.ece@jecrc.ac.in>, TPO EE JECRC <tpo.ee@jecrc.ac.in>, TPO Civil <tpo.ce@jecrc.ac.in>, "TPO, ME Dept." <tpo.me@jecrc.ac.in>, Sana HR <sana.hr@jecrc.ac.in>, "Dr.Manish Srivastava" <manishsrivastava.me@jecrc.ac.in>, "Mr. Srawan Nath" <srawan.nath@jecrcu.edu.in>
Cc: Director JECRC <director@jecrcmail.com>, "HR Dept." <hrd@jecrc.ac.in>, Mukesh Agarwal <mukeshsir@gmail.com>, Nousheen Khan <nousheen.hr@jecrc.ac.in>

Fri, Nov 12, 2021 at 9:39 PM

Dear Colleagues,

Please find attached herewith the list of additional 8 students selected by Accenture. With this result the total, numbers of selects from Accenture is 180. Please update your records.

Best wishes,

Prof. Mukht Bihari (B.T.S. Pillar Alumnus)

[https://mail.nousheen.hr@jecrc.ac.in?&cc=9172674&subject=Jecrc%20Group%20.xlsx&as=manishsrivastava@jecrc.ac.in](mailto:nousheen.hr@jecrc.ac.in?&cc=9172674&subject=Jecrc%20Group%20.xlsx&as=manishsrivastava@jecrc.ac.in)

2/4

Talent Drive 2022 Congratulations! Shortlisted students from Jaipur Engineering College & Research Center, Jaipur
2 messages

Bharat Prajapati, Damini <damini.prajapati@accenture.com>
To: "hrd@jecrc.ac.in" <hrd@jecrc.ac.in>, Sana HR <sana.hr@jecrc.ac.in> Wed, Sep 22, 2021
Cc: "Tripathi, Prakhar" <prakhar.d.tripathi@accenture.com>, "Verma, Shreeji" <shreeji.verma@accenture.com>, "Arora, SHILPA" <shilpa.f.arora@accenture.com>



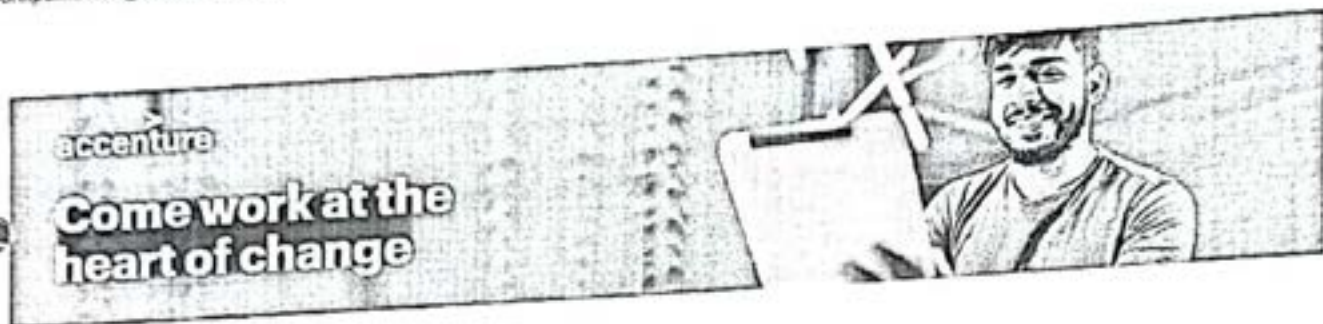
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JECRC.xlsx
22K

Tue, Oct 5, 2021 at 11:02 AM

Bharat Prajapati, Damini <damini.prajapati@accenture.com>
To: "hrd@jecrc.ac.in" <hrd@jecrc.ac.in>, Sana HR <sana.hr@jecrc.ac.in>
Cc: "Tripathi, Prakhar" <prakhar.d.tripathi@accenture.com>, "Verma, Shreeji" <shreeji.verma@accenture.com>, "Arora, SHILPA" <shilpa.f.arora@accenture.com>



Dear Placement Officer,

We thank you for partnering with us in our recruitment drive 2022. Our team has been thankful for your efforts and appreciative of your support across our process.

It gives us immense pleasure to announce 3 students have been shortlisted from your prestigious institute and we would be glad to extend a Letter of Intent to them. Students will also receive an email and SMS notification on their selection.

It has been an exciting journey for us and are glad to have had an opportunity interviewing your students. You can contact Zonal POC (damini.prajapati@accenture.com) or Zonal Lead (prakhar.d.tripathi@accenture.com) for further queries.

Our team will be in contact with students as we proceed further in the process till they onboard us.

Wishing you and students the best,

Thanks & Regards,

accenture
High performance. Delivered.

Damini Prajapati
India E School Campus Recruitment
Accenture Solutions Private Limited
Mob:- +91 8828422665
Email: damini.prajapati@accenture.com

If you have any concerns during the recruitment process, please reach out to:

We'll mail you the details of the recruitment process. Please reach out to: damini.prajapati@accenture.com or prakhar.d.tripathi@accenture.com

2/3

Roll Number	Candidate Name	Subject	Result
1860855	Aastha Agarwal	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860889	Ayush Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860895	Dhruv Laddha	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860897	Aryan Sharma	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860909	Happy Khandelwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860919	Harsh Vardhan	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860925	Khushi Singhal	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860931	Harshita Chaudhary	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860933	Jyoti Agarwal	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860935	Kratik Khandelwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860939	Harshita Agarwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860943	Jyoti Singhal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860945	Krish Mantri	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860947	Himanshi Kabra	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860955	Kunika Matoliya	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860963	Meera Agrawal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860977	Nupur Sogani	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860981	Manan Sharma	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860985	Nishkarsh Sharma	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860989	Nandini Singh	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860991	Manik Gupta	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1860993	Mudit Agrawal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861001	Meenal Agarwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861011	Rahul Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861013	Ritika Agarwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861023	Riya Dhaked	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861025	Sanyam Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861033	Rohit Joseph	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861037	Shreya Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861043	Ronak Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE
1861051	Tilak Vijaywargiya	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur Selected for ASE

1861065	Aanchal Bansal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861083	Vilsi Jain	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861087	Yash Sharma	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861089	Shubham Jain	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861095	Pavini Garg	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861097	Yashika Khandelwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861111	Akshat Khandelwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861115	Kanika Kumawat	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861123	Amit Agarwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861147	Anany Garg	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861157	Anuj Khandelwal	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861175	Aman Jain	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861181	Puneet Goyal	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861199	Siddharth Kavadia	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861203	Anjali Sanjay Kumar	Electronics And Computer Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861219	Chirag Mahajan	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861229	Darshan Nahata	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861231	Garima Goyal	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861233	Ashok Singh Gurjar	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861261	Prachi Sinha	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861271	Satvik Jain	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861285	Priyanshi Agrawal	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861299	Shreya Sharma	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861301	Palak Yadav	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861303	Shailvi Arun Kumar Gupta	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861315	Yojana Jaimini	Electronics and Communication Engineering (ECE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861339	Anirudh Sharma	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861355	Bhanvi Menghani	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861373	Pooja Agarwal	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861381	Prachi Joshi	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861383	Nitu Kumawat	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE

1861387	Ishika Garg	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861407	Khushboo Jain	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861419	Shivansh Khandelwal	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861431	Shradha Gupta	Computer Science and Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861435	Yash Garg	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861441	Sneha Gupta	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1861449	Sonakshi Sikhwal	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861457	Neha Jain	Information Technology	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861471	Nakul Niwal	Mechanical Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1861497	Manish Suthar	Mechanical Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1861523	Harshit Gupta	Civil Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861539	Kuldeep Suthar	Civil Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861565	hupendra Singh Rajpurot	Civil Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861625	Rajesh Kumar	Electrical Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861637	Parul Dhayal	Electrical Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861661	Harshita Jamer	Electrical Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861693	Aditya Biyani	Computer Science	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861717	Shubham Singh	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1861733	Akshat Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861735	Tushar Gupta	Computer Science and Engineering	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1861753	Mohit Bansal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861759	Amitansh Kala	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861765	Aman Mathur	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861787	Romil Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1861791	Eshan Chaturvedi	Computer Science and Engineering	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861795	Tarun Hiwal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861811	Rakshita Badaya	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861823	Purva Purohit	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861833	Chayan Jain	Computer Science	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE

1861839	Bhavya Sharma	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861845	Anubhav Mangal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861851	Aditya Vyas	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861855	Shruti Goyal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861869	Nikita Goyal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861873	Piyush Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861879	Bhavesh Parthar	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861927	Ayush Mehra	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861935	Anshul Lotwani	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861937	Kushagra Wadhwa	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861951	Monish Goyal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861953	Aakansha Singhal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1861991	Madhur Sharma	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862017	Sakshit Tinker	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862039	Akanksha Goyal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862041	Pulkit H Kariyar	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862047	Ashita Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862069	Aryan Dadheech	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862073	Alisha Mishra	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862079	Lovely Dhanwani	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862083	Bharat Agarwal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862105	Prateek Khandelwal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862113	Aaryan Sharma	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862119	Varshika Goyal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862121	Aayushi Soni	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862143	Ayush Pal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862155	Achish Khoda	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862157	Anushka Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862159	Khushal Mehta	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862177	Abhinav Parashar	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862187	Gaurav Sharma	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE

1862195	Priyanka Mundra	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862203	Taniya Chawda	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862209	Sahad Parsani	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862221	Ritvik Mathur	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1862227	Ishita Saini	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1862229	Mahek Ranjeet Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862237	Mayankita Rana	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1862245	Priyanshu Vyas	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862249	Sakshi Agrawal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862253	Harshita Agrawal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862261	Atisha Toshniwal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862271	Rajat Agarwal	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862275	Roushan Prakash	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862281	Shubham Sharma	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862293	Pinachi Bajaj	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862295	Sakshi Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862319	Prachi Varshney	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for Advanced ASE
1862333	Shubh Agrawal	Computer Science	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862351	Abhishek Sadhwani	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862357	Chirag Jhinda	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862373	Gunjeet Bohara	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862393	Namrata Surana	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862403	Shivangi Gera	Computer Science	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862411	Vijay Chouhan	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1862413	Yatin Jain	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862423	Saijal Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for Advanced ASE
1862435	Deepak Kumar	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862437	Shubham Soni	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862441	Netrica Gupta	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE

1862459	Payal Agarwal	Computer Science	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862461	Priyansh Dhoot	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862475	Arpit Agarwal	Computer Science and Engineering	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE Selected for Advanced ASE
1862483	Rajat Agrawal	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862485	Ravi Kumawat	Computer Science and Engineering (CSE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862533	Manju Mali	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862537	Aninuth Rathore	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862669	Aman Agarwal	Electronics and Communication Engineering	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862767	Shlok Budhbihatti	Electronics and Communication Engineering (ECE)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862865	Prakhar Dusead	Electrical Engineering	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862875	Priyansh Yadav	Electrical Engineering	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862909	Harshit Chandnani	Master of Computer Applications (MCA)	JECRC University - Jaipur - Rajasthan	Selected for ASE
1862983	Saloni Jain	Master of Computer Applications (MCA)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1862989	Krati Taksali	Computer Application	JECRC University - Jaipur - Rajasthan	Selected for ASE
1863079	Yashraj Singh Chauhan	Cyber Security	JECRC University - Jaipur - Rajasthan	Selected for ASE
1863083	Harsh Kumawat	Computer Application	JECRC University - Jaipur - Rajasthan	Selected for ASE
1863131	Yatendra Kumar Sharma	Computer Application	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE
1861745	Mohit Jain	Computer Science and Engineering (CSE)	JECRC Jaipur - Jaipur Engineering College & Research Center, Jaipur	Selected for ASE

20/11/23

Tue, Oct 5, 2021 at 11:02 AM

CC: "Tripathi, Prakhari" <prakhari@accenture.com>



Wishing you and students the best,

Thanks & Regards,

accenture
High performance. Delivered

Email: damini.prajapati@accenture.com

2nd Level-India Recruiting Director: Jenney.James@accenture.com

Candidate Id	Candidate Name	Email	Phone
1861635	Rakshit Purohit	rakshitpurohit.02000@gmail.com	8107455583
1861117	Mayank Sharma	starmayank07@gmail.com	8104235005
1862841	Keshav Goyal	keshavshagun2222@gmail.com	6378553038

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Abhinav Parashar
C10941762**

**D-147 Durga Marg, Banipark, Jaipur
9680048606**

Dear **Abhinav Parashar**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

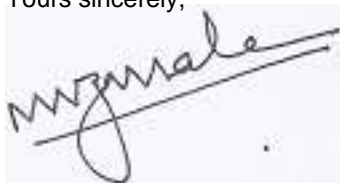
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:28-Mar-2022

**Aditya Biyani
C10941733**

**Mori ka Rasta , Chandpole , Sikar
7230995547**

Dear **Aditya Biyani**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

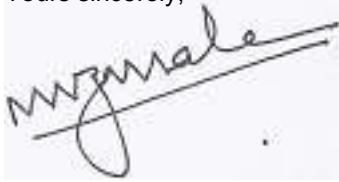
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Congratulations! You have been selected to be part of Accenture!

Akshat Jain <akshatjain1502@gmail.com>
To: aditi.khullar@jecrcu.edu.in

Sat, Apr 29, 2023 at 4:49 PM

----- Forwarded message -----

From: **donotreply.indiacampus** <donotreply@indiacampus.accenture.com>
Date: Fri, 24 Sep 2021 at 1:27 pm
Subject: Congratulations! You have been selected to be part of Accenture!
To: <akshatjain1502@gmail.com>

**See you soon at Accenture!**

Dear Akshat Jain,

You've made it! Congratulations on successfully completing our hiring process.

We are glad to extend our Letter of Intent (LOI) to confirm your selection. You must accept our LOI within 5 days, if not we will consider your withdrawal from our process.

Steps to follow for accepting LOI:

- Login to the portal with the Link and Credential provided in the User Credential mail received with this mail.
- You will be redirected to the Dashboard Page.
- Click on the My Task tab on the top.
- Select the Task assigned.
- Download and read the Letter of Intent for no confusion.
- Select the check box and click on submit button for accepting the offer.

For any queries you can login to the below link and go to Help section - choose appropriate category to raise your queries.

Link: <http://indiacampus.accenture.com/candidate>

Your journey to the world of Accenture has just begun. See you soon!

Regards,
Recruitment Team
Accenture in India

Please note, that unless a formal employment offer is provided to candidate specifically determining the terms of employment with Accenture, nothing contained in this email or any identified processes for the purpose of candidate's participation in the interview process shall be considered as an offer for employment by Accenture notwithstanding any contents or communications mentioned in process documents or links.

Please be further informed that existence of an offer or offering any employment to a candidate shall be subject to business needs within Accenture or client requirements; mere clearance of any processes related to campus hiring does not by itself create an offer of employment for the candidate.

Stay Connected



> LEARN MORE ABOUT ACCENTURE CAREERS

> VISIT OUR BLOG

Accenture has not authorized any agency, company or individual to either collect money or arrive on any monetary arrangement in exchange for a job at Accenture. Accenture's criterion for hiring candidates is merit. Any agency, company or individual offering employment with Accenture in exchange for money is misrepresenting their relationship with Accenture, which has not authorized any such action. If you are approached by any entity or individuals who demand money or any other form of compensation in return for a job offer at Accenture – even if they present themselves as representatives or employees of Accenture – please send the details to <https://businessethicsline.com/accenture/>.

Accenture is committed to protecting your personal information. Your information will be collected, used and may be shared by Accenture with third party service providers to serve lawful purposes, for Accenture recruitment process, including processing of data by third party when required. Your information shall be held only as long as necessary to achieve the purpose for which it is collected. The use and transfer of your information will be strictly in accordance with the applicable data privacy law and in line with our privacy policy available at [privacy policy](#) and [Recruiting and Hiring Statement](#). Further, you agree and acknowledge that you have read Accenture's privacy policy and fully understand your rights to access, correct erase, object to processing, restrict to processing or withdraw your personal information anytime and seek a copy of the personal information.

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Aman Agarwal
C10941807**

**JECRC University, Boys Hostel-1,Jaipur,Rajasthan
9957565799**

Dear **Aman Agarwal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
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Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

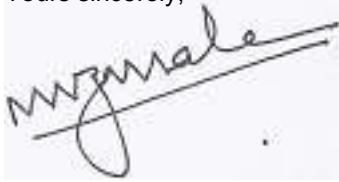
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

Aman Mathur

C10941735

17E/515 Chopasni Housing Board, Jodhpur

6377358560

Dear **Aman Mathur**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

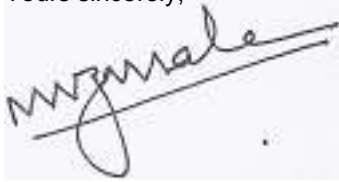
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

- Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
- Personal Accident coverage for self, up to three times your annual fixed compensation.
 - You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Gratuity as per The Payment of Gratuity Act, 1972.
- You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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To,

Name : Anshul Lokwani

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Anshul Lokwani,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Anubhav Mangal
C10941740**

**C-38, SRG Green City I, Bhankrota, Jaipur
6378006170**

Dear **Anubhav Mangal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

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In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

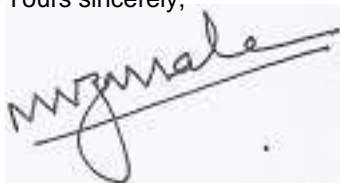
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date:29-Mar-2022

**Arpit Agarwal
C10941803**

**Behind Chauth Mata Mandir, Old Grain Mandi, City Sawai Madhopur (Rajasthan) 322021
7597538646**

Dear **Arpit Agarwal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

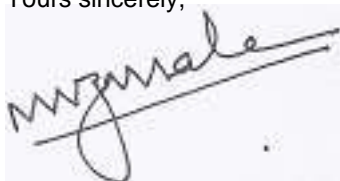
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

ARPIT AGARWAL

[Insert full legal name]



ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

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You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
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 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
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3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

ARPIT AGRAWAL

<Candidate Name>

Date: 13/04/2022

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:25-Mar-2022

**Aryan Dadheech
C10941756**

**B-23 Gopal-Nagar, P.O.- Semalpura, Chittaurgarh, Rajasthan, India
9571114139**

Dear **Aryan Dadheech**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

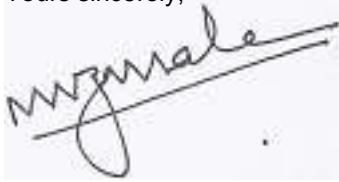
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."



To,

Name : Ashish Khoda

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Ashish Khoda,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Atisha Toshniwal
C10941771**

**95, Old sales tax office, Bhatt Mohalla, Kishangarh, Ajmer
8769470040**

Dear **Atisha Toshniwal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

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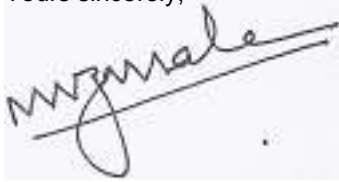
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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Yours sincerely,

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Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

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	Annual (INR)
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Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

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3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/30/2022

Ayush Mehra

C11033369

89, Jaswant Nagar, Khatipura, Jaipur

9024033558

Dear **Ayush Mehra**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

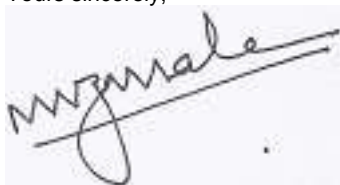
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Ayush Mehra

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 458300/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
 2. Original marksheet of all semester (PG/UG).
 3. Original provisional degree certificate or convocation degree certificate.
 4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
 5. Copy of Degree/PG/Diploma (as applicable) certificates.
 6. Passport copy, if available (if not please apply immediately).
 7. Pan Card
 8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

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ACKNOWLEDGED AND AGREED:

Ayush Mehra

Date:

Disclaimer

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BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/29/2022

Ayush Pal

C11033853

N-78 RBI Colony Gandhinagar, Jaipur

8765380143

Dear **Ayush Pal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

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Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

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- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Ayush Pal

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

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You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Ayush Pal

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Bhavesh Parihar
C10941745**

**10 Opp Sarvodaya School V.K.nagar Bhadwasiya
9784842607**

Dear **Bhavesh Parihar**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

A handwritten signature in black ink, consisting of a stylized 'B' followed by a horizontal line.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

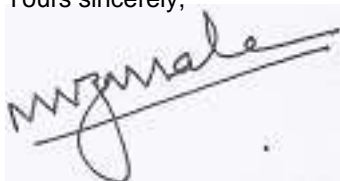
After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.



In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:



[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

• As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Bhavesh Parihar

<Candidate Name>

Date: 27/06/2022

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Gaurav Sharma
C10941763**

**A-30 Sen colony kabir marg Banipark Jaipur
8005674742**

Dear **Gaurav Sharma**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

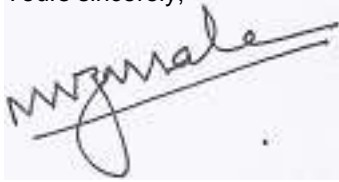
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Gunjeet Bohara
C10941786**

**3 Adarsh Nagar Kankroli, Rajsamand Rajasthan
8619598280**

Dear **Gunjeet Bohara**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

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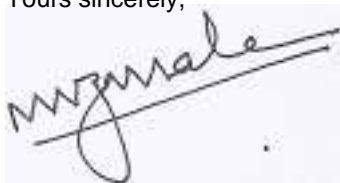
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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Yours sincerely,

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Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

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1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
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 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
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4. Gratuity as per The Payment of Gratuity Act, 1972.
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2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:28-Mar-2022

**Harsh Kumawat
C10941817**

**Beside Kapoor Jewellers, Kisan Marg, Tonk Road, Jaipur
7976138543**

Dear **Harsh Kumawat**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

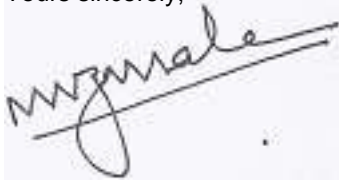
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Harshita Agrawal
C10941770**

Jecrc University

8958423174

Dear **Harshita Agrawal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

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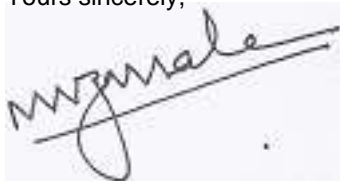
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

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You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

- Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
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 - For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
- Personal Accident coverage for self, up to three times your annual fixed compensation.
 - You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

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2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

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General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:23-Mar-2022

**Kanishka Rao
C10930795**

**70, university road,ganesh nagar,udaipur,girwa,rajasthan
7240188793**

Dear **Kanishka Rao**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

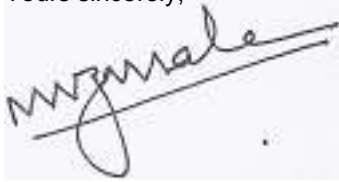
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

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**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date:29-Mar-2022

Krati Taksali
C10942203

80 Mitra Niwas Colony Opposite Dr. Rs Goyal , Madanganj Kishangarh
9521715290

Dear Krati Taksali,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Candidate's Signature

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

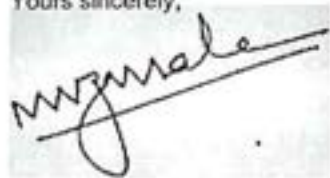
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

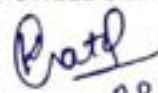


Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:


28/7/22

KRATI TAKSALI
[Insert full legal name]



ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

• Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

• As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. ^{#(D)}Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.



ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.



ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

KRATI TAKSALI

<Candidate Name>

Date: 28/7/22

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."



**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date: 04/26/2022

Lovely Dhanwani

C10987312

B-156, Kedar Nagar, Shahganj, Agra

7017787428

Dear **Lovely Dhanwani**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Lovely Dhanwani

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his / her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Lovely Dhanwani

Date:

Disclaimer

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BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/26/2022

Mahek Ranjeet Jain

C10987317

4/101, Sector 4, Malviya Nagar Near laxmi sports Jaipur, Rajasthan, 302017

9772050199

Dear **Mahek Ranjeet Jain**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Mahek Ranjeet Jain

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Mahek Ranjeet Jain

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date:29-Mar-2022

Manju Mali
C10941805

SUNDHA MATA PAINT HOUSE , Manpur , Abu -Road
6378457602

Dear **Manju Mali**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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MAKE A DIFFERENCE.**

accenture

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25-Feb-2022

Mansi Vishwakarma

C10852574

75/166, In front of Poddar Institute, Shipra Path, Mansarovar, Jaipur

Subject: Offer of Employment ("Offer")

Dear **Mansi**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - System and Application Services Associate

Management Level – 12



Please refer to:

Annexure I for the compensation and benefits details.

Annexure II for the documentation to be submitted by you.

Terms of Employment.

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Dec 2021

1

Candidate's Signature _____

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/myzone/accenture/auth/login>.

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mahesh Vasudeo Zurale

Senior Managing Director
Lead, Advanced Technology Centers, India

Mansi Vishwakarma

Date:

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,00,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	25,500
Maximum Annual Total earning potential (A+B)	3,25,500
(C) Additional Notional Benefits	
# (C) Gratuity as per law + Benefits	8,000
Annual Total Earning Potential + Additional Notional Benefits (A+B+C)	3,33,500

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,00,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.

Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

*As defined by applicable law from time to time.

Benefits applicable for current Company Financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plan allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under :
 - 10% of such claims for self, spouse and 2 dependent children.
 - 20% of such claims for parents, parents in-law, siblings, and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with a minimum cover of INR 500000/-.
You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. [#](C)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of one (1) year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month.

This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE 2

Mandatory documentation at the time of onboarding:

- Two copies of your recent passport size photographs.
- Original & Copy of X, XII and all semester mark sheets of PG / UG Degrees.
- Original & Copy of Degree/PG/Diploma (as applicable) certificates.
- Pan Card
- Passport copy , if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

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Date:29-Mar-2022

**Mayankita Rana
C10941767**

**S1, Plot no 80, Ekling Residency 1, Kanak Vihar, Kamla Nehru Nagar, Ajmer Road, Jaipur.
6376140968**

Dear **Mayankita Rana**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

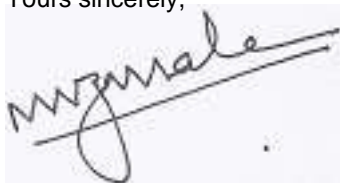
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Pinachi Bajaj
C10941777**

**F-2, Plot no.636, Lane no.6, Ranisatinagar, Nirman Nagar, Jaipur
8094888060**

Dear **Pinachi Bajaj**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

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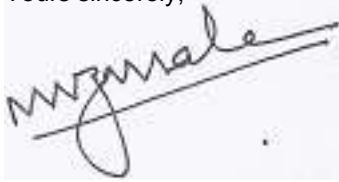
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

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- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

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* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

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In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

07-Mar-2022

Pooja Kriplani

C10873596

3975, Ward no 6, Mahadev mohalla, Nasirabad

Subject: Offer of Employment (“Offer”)

Dear **Pooja**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - System and Application Services Associate

Management Level – 12



Please refer to:

Annexure I for the compensation and benefits details.

Annexure II for the documentation to be submitted by you.

Terms of Employment.

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/myzone/accenture/auth/login>.

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mahesh Vasudeo Zurale

Senior Managing Director
Lead, Advanced Technology Centers, India

Pooja Kriplani

Date:

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,00,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	25,500
Maximum Annual Total earning potential (A+B)	3,25,500
(C) Additional Notional Benefits	
# (C) Gratuity as per law + Benefits	8,000
Annual Total Earning Potential + Additional Notional Benefits (A+B+C)	3,33,500

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,00,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.

Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

*As defined by applicable law from time to time.

Benefits applicable for current Company Financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plan allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under :
 - 10% of such claims for self, spouse and 2 dependent children.
 - 20% of such claims for parents, parents in-law, siblings, and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with a minimum cover of INR 500000/-. You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. [#](C)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of one (1) year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month.

This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE 2

Mandatory documentation at the time of onboarding:

- Two copies of your recent passport size photographs.
- Original & Copy of X, XII and all semester mark sheets of PG / UG Degrees.
- Original & Copy of Degree/PG/Diploma (as applicable) certificates.
- Pan Card
- Passport copy , if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/26/2022

Prachi Varshney

C10987318

Churi Wali Gali, Naya Ganj near V-mart, Hathras

8979511309

Dear **Prachi Varshney**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Prachi Varshney

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his / her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Prachi Varshney

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date: 11/21/2022

Prakhar Dusad

C10941810

H- 29 Tulsi Marg, Bani Park

9166179260

Dear **Prakhar Dusad**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Eng



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. Before onboarding, we strongly encourage you to take both doses of the COVID-19 vaccine as per government prescribed timelines.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

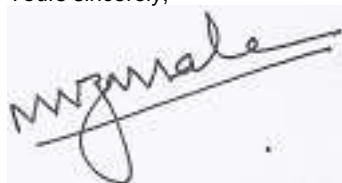
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Prakhar Dusad

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 458300/-

(E)##Additional Discretionary Reimbursements	
One-time WFH Assistance reimbursement	INR 18,000/-
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)

(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY23 Local Variable Bonus program (LVB). Your

indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C)Joining Bonus:

You would receive a discretionary joining bonus of INR **25000/-** in addition to the Annual Fixed Pay, subject to your joining the Company on or before the date of joining confirmed to you by the recruiter. The joining bonus is a one-time payment that will be paid with the first month's salary. In the unlikely event of you choosing to leave the Company, or your services being terminated, before the completion of one year of employment with the Company, the full amount of joining bonus amount shall become payable by you and shall be repaid on termination of your employment/separation from the Company. You agree that any dues payable by you on termination/separation from the Company as aforesaid shall be recovered/adjusted from your final settlement to the extent possible and if adjustments/set off are not possible, you agree to pay back to the Company the required amounts (part or full as the case may be) on or before your last working day or within a timeline as demanded by the Company. The same applies to any partial or shortfalls that needs to be recovered from you.

To be able to receive any joining bonus amount, you shall need to be on the payroll of the Company and in good standing (i.e., not serving a notice, not under a disciplinary proceeding or being reviewed for performance improvement)

You authorize the Company to set off the recoverable joining bonus amount either in full or part and as mentioned in clause above due from you, against any amounts, salaries, allowance, or any other pecuniary benefit which is due and payable to you by the Company. However, if the Joining Bonus amount to be recovered exceeds the amount due and payable by the Company to you at the time of your exit, you agree to pay the remaining balance of the Joining Bonus amount (or the full joining bonus amount, as the case may be) within the notified timelines provided by the Company. In the event, you fail to repay the balance or full amount of the Joining Bonus, as the case may be, pursuant to the time frames set forth above and it is necessary to take legal action against you to collect such amount, you agree to reimburse the Company for all costs incurred by the Company to collect such amounts, including attorney's fees and court costs.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion. Currently, the discretionary WFH benefits as mentioned in Annexure 1 (E) are available for our people until August 31, 2023 as per the company guidelines, provided such employees have joined/onboarded with Accenture before August 31st 2023.

5.You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6.Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2,500/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

All permissible expenses should be claimed through the Time and Expense Reporting application <Expense type - Other Expense - Sub Type- Relocation Expenses (Domestic) - Relocation Type- New joiner Relocation (NJR) > within 90 days of joining.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your

personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

- 1.Two copies of your recent passport size photographs.
- 2.Original marksheet of all semester (PG/UG).
- 3.Original provisional degree certificate or convocation degree certificate.
- 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
- 5.Copy of Degree/PG/Diploma (as applicable) certificates.
- 6.Passport copy, if available (if not please apply immediately).
- 7.Pan Card
- 8.Certification Completion Document (as mentioned in the eligibility criteria)
- 9.Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Prakhar Dusad

Date:

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Priyansh Dhoot
C10941800**

2-B-31, 1ST PULIYA, CHOPASNI HOUSING BOARD

9587974599

Dear **Priyansh Dhoot**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
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Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

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By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

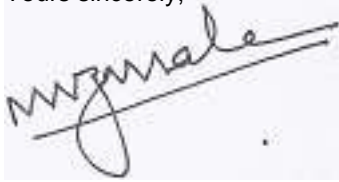
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

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In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Priyansh Yadav
C10941812**

**Near balaji Temple, Azad Nagar, kishangarh, Ajmer, Madanganj, Kishangarh, Rajasthan
9414811706**

Dear **Priyansh Yadav**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

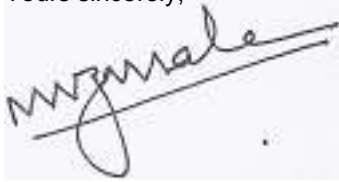
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

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In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/27/2022

Priyanshu Vyas

C10987486

f-165 near uit subhash nagar bhilwara

8949688021

Dear **Priyanshu Vyas**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Priyanshu Vyas

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his / her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

- 1.Two copies of your recent passport size photographs.
- 2.Original marksheet of all semester (PG/UG).
- 3.Original provisional degree certificate or convocation degree certificate.
- 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
- 5.Copy of Degree/PG/Diploma (as applicable) certificates.
- 6.Passport copy, if available (if not please apply immediately).
- 7.Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Priyanshu Vyas

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:30-Mar-2022

**Rajat Agarwal
C10941772**

**P.29, Sharda Apartment, Sharda Colony, Mahesh Nagar, 80 feet Road
8302468799**

Dear **Rajat Agarwal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

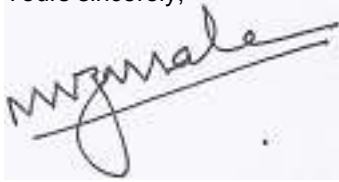
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'mzurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

- Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
- Personal Accident coverage for self, up to three times your annual fixed compensation.
 - You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Gratuity as per The Payment of Gratuity Act, 1972.
- You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Rakshita Badaya
C10941736**

**Plot no. 147, Street no. 6, Barkat Nagar, Tonk Phatak
9672779900**

Dear **Rakshita Badaya**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

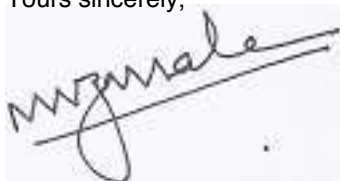
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

RAKSHITA BADAYA
[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

• Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

• As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

• As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. ^{#(D)}Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

RAKSHITA BADAYA

<Candidate Name>

Date: 13 April 2022

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/26/2022

Ritvik Mathur

C10987315

21, Roop Nagar, Near Ascent School, Hiran Magri, Sector 3, Udaipur, Rajasthan, 313002

6375105461

Dear **Ritvik Mathur**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

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Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Ritvik Mathur

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Ritvik Mathur

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/26/2022

Romil Jain

C10987307

41 Kha, New Adarsh Nagar Gayariawas

6376860481

Dear **Romil Jain**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED



Romil Jain

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:



Romil Jain

Date: 07/11/2022

Disclaimer

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To,

Name : Roushan Prakash

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Roushan Prakash,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

“This is an electronically generated document does not require signatures”



To,

Name : Sakshi Agrawal

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Sakshi Agrawal,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

"This is an electronically generated document does not require signatures"

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Sakshi Jain
C10942262**

**Dhadiwalo ka mohalla, Merta City, Nagaur, Rajasthan
9587202508**

Dear **Sakshi Jain,**

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

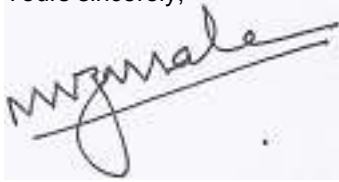
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/26/2022

Sakshit Tinker

C10987311

Plot No. 134, Shiv Nagar 1st, Murlipura

6377879698

Dear **Sakshit Tinker**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Sakshit Tinker

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

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Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

 Sakshit Linker

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

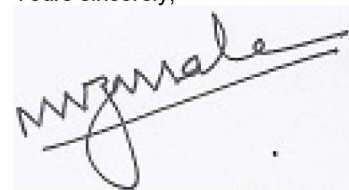
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(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED



Sakshit Tinker

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

*Sakshita
Linker*

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. #(D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

#(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

##(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

[Handwritten Signature]
Fakhri
Pinker

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

*Fakhat
Linker*

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Sakshit Tinker

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."





GET READY FOR DAY ONE.



****** Do not Change the Subject Line When Replying to this mail ******

Dear Candidate,

We are pleased to extend to you the opportunity to join Accenture on 25th Aug, 2022.

As you kick-start your career at Accenture, we will be your point of contact and will support you in your smooth transition. You will soon receive communications from us about your joining formalities.

To enable us to create a seamless joining experience for you, please provide the required information at <https://touchpoint.accenture.com> by 4th Aug, 2022.

Once done, visit [Countdown to Accenture](#) to complete the required forms and provide necessary documentation. These will be accessible a week prior to your first day and must be completed before joining. You would have received instructions to access Countdown to Accenture in a separate email. In case of any issues in accessing the site, check out these [FAQs](#).

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Shivangi Gera
C10941789**

**112-Sindhi Colony, flat no. 402, Kota
7877405821**

Dear **Shivangi Gera**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

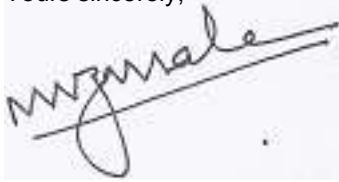
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through it.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

- Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
- Personal Accident coverage for self, up to three times your annual fixed compensation.
 - You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Gratuity as per The Payment of Gratuity Act, 1972.
- You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

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ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Shruti Goyal
C10941742**

Sec-17, Faridabad, Haryana

9810330726

Dear **Shruti Goyal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

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At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

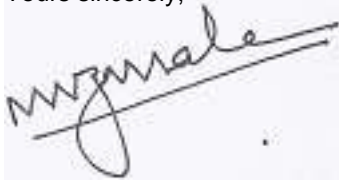
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

- Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
- Personal Accident coverage for self, up to three times your annual fixed compensation.
 - You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
- Gratuity as per The Payment of Gratuity Act, 1972.
- You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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BE YOURSELF, MAKE A DIFFERENCE.

accenture

Strictly Private and Confidential

Date: 04/19/2022

Snigdha Tak

C10974895

C/O Vijay Prakash Tak, Kota Road, Hanuman Nagar, DeoliTonk, Rajasthan- 311201

7073005687

Dear Snigdha Tak,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Snigdha

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

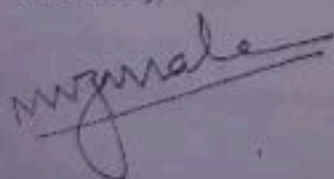
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

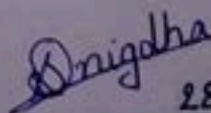
We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

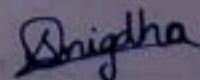
ACKNOWLEDGED AND AGREED



28/07/2022

Snigdha Tak

Candidate's Signature



ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500/-
Maximum Annual Total earning potential(A+B)	4,15,500/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 25,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 6,400/-
Notional Insurance Premium paid by Company	INR 11,400/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 458300/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 5,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

- a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.
- b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service.

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

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Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

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ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

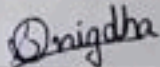
ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

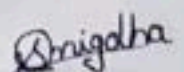


Snigdha Tak

Date: 28/07/2022

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BE YOURSELF, MAKE A DIFFERENCE.



Strictly Private and Confidential

Date: 04/27/2022

Tushar Gupta

C10987487

A-188 angad marg, hanuman nagar

8209352261

Dear **Tushar Gupta**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Tushar Gupta

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG).
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Tushar Gupta

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

25-Feb-2022

Vinit Pareek

C10852581

B-84 chiddanand marg malviya nagar jaipurjaipur

Subject: Offer of Employment (“Offer”)

Dear **Vinit**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - System and Application Services Associate

Management Level – 12



Please refer to:

Annexure I for the compensation and benefits details.

Annexure II for the documentation to be submitted by you.

Terms of Employment.

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

Dec 2021

1

Candidate's Signature _____

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/myzone/accenture/auth/login>.

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mahesh Vasudeo Zurale

Senior Managing Director
Lead, Advanced Technology Centers, India

Vinit Pareek

Date:

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,00,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	25,500
Maximum Annual Total earning potential (A+B)	3,25,500
(C) Additional Notional Benefits	
# (C) Gratuity as per law + Benefits	8,000
Annual Total Earning Potential + Additional Notional Benefits (A+B+C)	3,33,500

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,00,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.

Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

*As defined by applicable law from time to time.

Benefits applicable for current Company Financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plan allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under :
 - 10% of such claims for self, spouse and 2 dependent children.
 - 20% of such claims for parents, parents in-law, siblings, and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with a minimum cover of INR 500000/-.
You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. [#](C)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of one (1) year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month.

This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE 2

Mandatory documentation at the time of onboarding:

- Two copies of your recent passport size photographs.
- Original & Copy of X, XII and all semester mark sheets of PG / UG Degrees.
- Original & Copy of Degree/PG/Diploma (as applicable) certificates.
- Pan Card
- Passport copy , if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Yashraj Singh Chauhan
C10941816**

**1526, THATHERO KA RASTA, CHAURA RASTA, JAIPUR
8619603120**

Dear **Yashraj Singh Chauhan**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

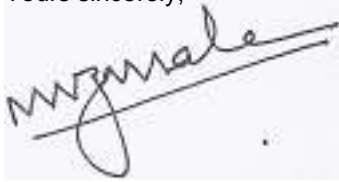
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."



To,

Name : Yatendra Kumar Sharma

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Yatendra Kumar Sharma,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks** - Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
 - The learning module of this program is typically made available to potential new joiners to give them a reasonable time to learn at their pace and comfort.
 - After completing the Fundamentals Skill Primers Learning the potential new joiner will need to go through the Fundamental Skill Primers assessment.
 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Application Development Associate
- Annual fixed compensation for the fiscal will be INR 3,83,000; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 32,500. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 25,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 4,40,500
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 9,500
- Maximum Annual Total earning potential + Total Additional Benefits – INR 4,50,000/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

"This is an electronically generated document does not require signatures"



To,

Name : Yatin Jain

Re: Important information post your clearance of the interview process during the Campus Visit

Dear Yatin Jain,

This confirms you have cleared the initial interview process. Your journey for getting an Offer of Employment from Accenture has just begun. Please go through this communication to acquaint yourself of the various actions that your candidature will go through before a release of Offer of Employment by Accenture.

- **Document verification and checks-** Post accepting this Letter of Intent, you will have to submit certain prerequisites / documents. The Offer release will be contingent upon successful verification of your documents that will be submitted by you. Once you receive the offer, we would like you to accept the offer within 14 Days from the day you receive the Offer Letter.

At all stages of the hiring process, you are expected to declare all facts honestly and act with utmost integrity while applying for any opportunity. In case of any misrepresentation of information/facts in your candidate registration process or at any stage of the hiring process, this Letter of Intent or any subsequent offer issued to you shall stand revoked.

- **Information on Accenture's Fundamental Skill Primers -Learning Module** - As part of providing our new joiners a unique learning experience, Accenture proposes an online learning program – Fundamental Skill Primers. We would like to share the details of this program in advance for your ease of information and familiarity with its conditions.
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 - After a new joiner has completed the Fundamental Skill Primers Program; they will need to undergo further Accenture stream specific trainings and assessments.

Each of such assessments including Primer assessment will add towards the final score. A min. of 60% will needed to be scored for successful clearance. If they are unable to score 60% in the first attempt, they will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning program.

If potential new joiners are unable to complete the Accenture specific stream training program in the given 3 attempts successfully, their services with the Company shall be terminated as per the Terms of Employment.

By completing 100% of Fundamental Skill Primers online modules before the Fundamental Skill Primers assessment and scoring 75% or above in the Fundamental Skill Primers assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

We wish you the best of this journey and congratulate you on clearing the interviews. Your proposed compensation for the ease of information and subject to release of an offer of employment by Accenture is as mentioned in **Annexure A**. Specific details will be mentioned in your formal offer letter.

Annexure A

- Career Level - 12
- Proposed role - Advanced App Engineering Associate
- Annual fixed compensation for the fiscal will be INR 5,41,500; it includes allowances and statutory benefits and will be structured in accordance with the Company's policy.
- Local Variable Bonus - At your career level, the maximum annual target variable pay-out is estimated as INR 46,028. The pay-out that you receive will depend but not limited to your performance achievement and performance of Advance Technology Centers, India in the current company fiscal year.
- Joining Bonus - You are also eligible for a joining Bonus of INR 50,000; payable upon successful completion of initial training as per company process.
- Maximum Annual Total earning potential - 6,37,528
- Additional Benefits: Gratuity as per law (if applicable) + Insurance premium (Notion Value): INR 13,000
- Maximum Annual Total earning potential + Total Additional Benefits - INR 6,50,528/-

You may be required to relocate for project deployment to any part of India and work in 24X7 shifts basis business requirement

Please note, the above is informative and not exhaustive, specific details will be in the Offer Letter

"This is an electronically generated document does not require signatures"

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date: 06/07/2022

Yash Rochwani

C10974866

C-28, Sindhi Colony road, near Mangalam Hospital, Adarsh nagar, Jaipur, Rajasthan - 302004

8949695088

Dear **Yash Rochwani**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Bus & Technology Delivery Associate

Management Level - 12

Job Family Group - Business & Technology Integration



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven Days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven Days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

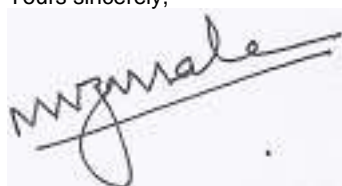
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Yash Rochwani

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	4,50,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	38,250/-
Maximum Annual Total earning potential(A+B)	4,88,250/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 7,500/-
Notional Insurance Premium paid by Company	INR 11,500/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 557250/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 6,700/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 4,50,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and maybe updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

- 1.Two copies of your recent passport size photographs.
 - 2.Original marksheet of all semester (PG/UG).
 - 3.Original provisional degree certificate or convocation degree certificate.
 - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
 - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
 - 6.Passport copy, if available (if not please apply immediately).
 - 7.Pan Card
 - 8.Certification Completion Document (as mentioned in the eligibility criteria)
 - 9.Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Yash Rochwani

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**

accenture

Strictly Private and Confidential

Date: 06/07/2022

Varun Jain

C11071420

1201 Maniharon Ka Rasta SMS Highway, Jaipur

9351678053

Dear **Varun Jain**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Bus & Technology Delivery Associate

Management Level - 12

Job Family Group - Business & Technology Integration



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven Days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven Days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

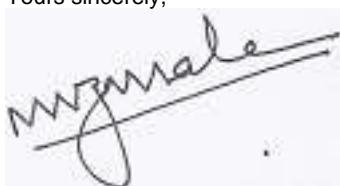
After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Varun Jain

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	4,50,000/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	38,250/-
Maximum Annual Total earning potential(A+B)	4,88,250/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 7,500/-
Notional Insurance Premium paid by Company	INR 11,500/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 557250/-
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(F)Optional opportunity to participate in the Employee Share Purchase Plan	
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Your annual fixed compensation is INR 4,50,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

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As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of

the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

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You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

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Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

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- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to

leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

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ANNEXURE II

Mandatory documentation at the time of onboarding:

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 - 2.Original marksheet of all semester (PG/UG).
 - 3.Original provisional degree certificate or convocation degree certificate.
 - 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
 - 5.Copy of Degree/PG/Diploma (as applicable) certificates.
 - 6.Passport copy, if available (if not please apply immediately).
 - 7.Pan Card
 - 8.Certification Completion Document (as mentioned in the eligibility criteria)
 - 9.Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.
- Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Varun Jain

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

04-Mar-2022

Arpit Jain

C10869365

43. jindal vatika, opposite bank of baroda, niwai

Subject: Offer of Employment (“Offer”)

Dear **Arpit**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - System and Application Services Associate

Management Level – 12



Please refer to:

Annexure I for the compensation and benefits details.

Annexure II for the documentation to be submitted by you.

Terms of Employment.

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing particular tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/authority exercising its jurisdiction and statutory power/authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 7 days (Seven days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 7 days (Seven days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have any feedback/ suggestion or have any query, feel free to write an e-mail to <http://indiacampus.accenture.com/myzone/accenture/auth/login>.

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

ACKNOWLEDGED AND AGREED:



Mahesh Vasudeo Zurale

Senior Managing Director
Lead, Advanced Technology Centers, India

Arpit Jain

Date:

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,00,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	25,500
Maximum Annual Total earning potential (A+B)	3,25,500
(C) Additional Notional Benefits	
# (C) Gratuity as per law + Benefits	8,000
Annual Total Earning Potential + Additional Notional Benefits (A+B+C)	3,33,500

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 3,00,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms.

Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

*As defined by applicable law from time to time.

Benefits applicable for current Company Financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parents in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plan allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under :
 - 10% of such claims for self, spouse and 2 dependent children.
 - 20% of such claims for parents, parents in-law, siblings, and additional children under the separate Insurance plan
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with a minimum cover of INR 500000/-.
You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. [#](C)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of one (1) year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the Medical Insurance, Personal Accident Insurance and Life Insurance and Relocation Assistance program guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the company.

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month.

This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

ANNEXURE 2

Mandatory documentation at the time of onboarding:

- Two copies of your recent passport size photographs.
- Original & Copy of X, XII and all semester mark sheets of PG / UG Degrees.
- Original & Copy of Degree/PG/Diploma (as applicable) certificates.
- Pan Card
- Passport copy , if available (if not please apply immediately)
- Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

Date: 15 Nov 2021

Anushka Jain
anushka.19bban130@jecrcu.edu.in
8887525177

OFFER LETTER

Dear Anushka,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Associate Product Manager**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 4.50 LPA** after a year, during one year of the time the compensation will be as follows:

First six month (Probation Period) - INR 16,700 per month
Next six months (Upskilling Period) - INR 27,100 per month

The compensation of INR 4.50 LPA will be effective post grooming period.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly



Deepanshi Jain
Director



Synoriq R&D Private Limited

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Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H



Annexure-A

Employee Name		Anushka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

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Employee Name		Anushka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (During Upskilling period)		Monthly	Annually
Basic Salary	Basic	₹12,499.33	₹1,49,992.00
Allowances	House Rent Allowance	₹6,249.67	₹74,996.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,649.83	₹55,798.00
Retirals	Gratuity (4.81% of Basic)**	₹601.17	₹7,214.00
	Employer's PF Contribution***	₹1,500.00	₹18,000.00
CTC Package		₹27,100.00	₹3,25,200.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
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Employee Name		Anushka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹17,430.75	₹2,09,169.00
Allowances	House Rent Allowance	₹8,715.33	₹1,04,584.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹7,115.50	₹85,386.00
Retirals	Gratuity (4.81% of Basic)**	₹838.42	₹10,061.00
	Employer's PF Contribution***	₹1,800.00	₹21,600.00
CTC Package		₹37,500.00	₹4,50,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			



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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the **Six Months Period** with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is **Rs. 15,000** and **Rs. 8,000** as training cost. The EMPLOYEE is also liable to pay **Rs. 300 per working day** cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

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Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

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Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.
2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies,

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procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered under paid leaves.
4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Associate Product Manager.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment

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relationship, as well as after the employment relationship has ended.

2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Synoriq R&D Private Limited

Corporate Address: D 245-246, 3rd Floor, Omkar Tower, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 (Rajasthan)

Registered Address: S1, Plot No. 28, Ayuwan Singh Nagar, Maharani Farm, Durgapura, Jaipur - 302018 (Rajasthan)

Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

A handwritten signature in black ink, appearing to read 'Ajain', is located on the left side of the page.**Synoriq R&D Private Limited**

Corporate Address: D 245-246, 3rd Floor, Omkar Tower, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 (Rajasthan)

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Abhinav Parashar
C10941762**

**D-147 Durga Marg, Banipark, Jaipur
9680048606**

Dear **Abhinav Parashar**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

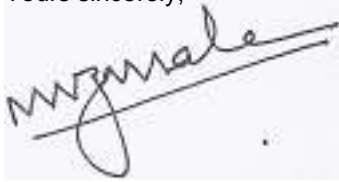
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

"This document and any attachments to it (in part or in whole the "Communication") are confidential, may constitute inside information and are for the use only of the addressee. The Communication is the property of Accenture and its affiliates and may contain copyright material or intellectual property of Accenture and/or any of its related entities or of third parties. If you are not the intended recipient of the Communication or have received the Communication in error, please notify the sender or Accenture immediately, return the Communication (in entirety) and delete the Communication (in entirety and copies included) from your records and systems. Unauthorized use, disclosure or copying of this Communication or any part thereof is strictly prohibited and may be unlawful. Any views expressed in the Communication are those of the individual sender only, unless expressly stated to be those of Accenture and its affiliates. Accenture does not guarantee the integrity of the Communication, or that it is free from errors, viruses or interference."

**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date: 04/26/2022

Abhishek Kumar

C10992563

PHOOL BAGH GALI NO.3 JAITIWAS ROAD BILARA,JODHPUR

8619092273

Dear **Abhishek Kumar**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Centers, India, as per the below terms and conditions:

Job Profile - Advanced App Engineering Associate

Management Level - 12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details.
- Annexure II for documentation to be submitted by you.
- Annexure III Terms of Employment
- Annexure IV-Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college , as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company-

(<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <https://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,



Mahesh Vasudeo Zurale
Senior Managing Director
Lead, Advanced Technology Centers, India

ACKNOWLEDGED AND AGREED

Abhishek Kumar

ANNEXURE I

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	5,41,500/-
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	46,028/-
Maximum Annual Total earning potential(A+B)	5,87,528/-
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	INR 50,000/-
(D)# Additional Notional Benefits	
Gratuity for each year of service (indicative and assumed value calculated at an approximation of 4.81% of annual basic)	INR 9,100/-
Notional Insurance Premium paid by Company	INR 11,600/-
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	INR 658228/-
(E)##Additional Discretionary Reimbursements	
Annual Internet reimbursement	INR 12,000/- (capped at INR 1,000/- per month)
(F)Optional opportunity to participate in the Employee Share Purchase Plan	
Employee Share Purchase plan – to purchase Accenture plc Class A ordinary shares at 15% discount on the fair market value	INR 8,100/- [discount opportunity with an optional investment of 10% of gross pay and no change in share price]

(A) Annual Fixed Compensation

Your annual fixed compensation is INR 5,41,500. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two

components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 50,000/- payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulations in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, you will be eligible for following benefits, which will be governed by Company policy:

Insurance policy	Coverage for	Coverage amount	Premium paid by
Medical	Self, Spouse/partner (if you identify yourself as lesbian, gay, bisexual and transgender) & 2 Dependent children	INR 3,00,000/- per annum	Company
Personal Accident	Self	Up to 3 times of annual fixed compensation	Company
Life	Self	Equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000/-	Company
Future Service Liability	Self	Up to INR 20,00,000/-	Company
Employee Deposit Linked Insurance (EDLI)	Self	INR 7,05,000/- (If you contribute towards Employee Provident Fund)	Company

1. Medical:

a) Medical Insurance for self, spouse and 2 dependent children up to INR 3,00,000 per annum. This plan allows for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

b) You have the option of availing Accenture negotiated rates to cover your parents, parents-in-law and siblings up to INR 10,00,000 & any additional child up to INR 5,00,000 under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 10,00,000. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments. This is as per current arrangement with our Insurer and is subject to review from time to time.

c) For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:

- 10% of such claims for self, spouse and 2 dependent children
- 20% of such claims for parents, parent's in-law, siblings, and additional children under the separate Insurance plan.

2. Personal Accident coverage for self, up to three times your annual fixed compensation.

a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 5,00,000.

a) You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.

4. # (D) Gratuity amount shown above is an indicative approximation of your annual eligibility, and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972 (as may be amended from time to time), payable as per the Company policy on your exit.

(D) Notional Insurance Premium is an approximation based on individual factors which may include age, level and fixed pay depending on the insurance. Please note that there could hence be a slight difference in the actual premium amount borne by Accenture for your insurance coverage. The premium amount is directly paid by Accenture to the Insurance companies tied up with and will not be paid to you individually. Applicable only for current FY and can be withdrawn at anytime at company's discretion.

(E) Reimbursements would be approved as per the policies' terms & conditions. The reimbursement amounts are subject to company policy and discretion and may be updated/reviewed/withdrawn at any time basis company discretion.

5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

a) Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

6. Accenture provides you with access to the Employee Assistance Program (EAP) at no cost. EAP helps you and your immediate family members deal with work-life stressors, family issues, financial concerns, relationship problems, and even drug or legal concerns. The EAP services cover up to 5 in-person visits, short-term counseling, confidential access to assessments, referrals and follow-up service

In addition to the above, you will also be eligible for the following benefits:

- One time relocation allowance subject to a maximum of INR 2500.00/- on submission of actual supporting as per policy.
- Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation

assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

- 1.Two copies of your recent passport size photographs.
- 2.Original marksheet of all semester (PG/UG).
- 3.Original provisional degree certificate or convocation degree certificate.
- 4.Copy of X, XII and all semester mark sheets of PG & UG Degrees.
- 5.Copy of Degree/PG/Diploma (as applicable) certificates.
- 6.Passport copy, if available (if not please apply immediately).
- 7.Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required

by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

Abhishek Kumar

Date:

Disclaimer

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**BE YOURSELF,
MAKE A DIFFERENCE.**



Strictly Private and Confidential

Date:29-Mar-2022

**Keshav Goyal
C10941809**

**18 Gandhi nagar,Rajasthan bank colonyAjmer road, Beawar,ajmer (Raj.)
6378553038**

Dear **Keshav Goyal**,

Based on our recent discussion with you, we are pleased to extend an offer to join Accenture Solutions Pvt. Ltd. ("Company or Accenture as the case maybe") in our Advanced Technology Center, India as per the below terms and conditions:

Job Profile - Application Development Associate

Management Level-12

Job Family Group - Software Engineering



Please refer to:

- Annexure I for the compensation and benefits details
- Annexure II for the documentation to be submitted by you
- Annexure III Terms of Employment
- Annexure IV Declaration

Your employment with Accenture will be governed by the clauses mentioned in the attached 'Terms of Employment' effective from your date of joining. You are required to carefully read and understand these Terms of Employment before responding to this Offer. This Offer and your employment with Accenture is subject to successful completion of the qualifying examination from your college, as well as satisfactory completion of verification and/or background or reference checks, which may occur at any time prior to or after your effective start date.

You agree and affirm that the information (personal or otherwise) shared by you at the time of registration is accurate, factually correct, and complete and no material information has been withheld by you. Accenture is providing this offer of employment basis preliminary information provided by you at the registration stage and a declaration concerning your agreement with the eligibility criteria. You understand and acknowledge that your employment with Accenture shall be subject to further verification of details and materials/ documents provided to Accenture as well as any further verification deemed necessary to finalize your candidature. You shall continue to meet the eligibility criteria up till and on the date of joining Accenture (if applicable) and agree that Accenture has the right to revoke the offer of employment, in case of failure of verification, or if you are not meeting the eligibility criteria or in case of any misrepresentation at your end.

Your onboarding date will be intimated to you over a separate e-mail by Accenture onboarding team few weeks prior to your actual onboarding date. You will receive an email from Onboarding.doc.ase@accenture.com. You are expected to confirm to the same by responding to our email and share your acceptance to join us on the stipulated date.

At Accenture, the health and well-being of our people, our clients and the community is our top priority. We are also committed to complying with all government safety protocols as we bring our people to our offices. To operate offices at full capacity, there is a growing mandate from government authorities to have all employees vaccinated against COVID-19. Considering this, we expect all our employees to be vaccinated. Therefore, you should ensure to take both doses of the COVID-19 vaccine before onboarding, unless your second dose is due post onboarding, and in that circumstance the second dose should be taken within the government prescribed timelines.

Please note, that compliance with these provisions is a condition precedent for the offer or your continued employment with the Company.

Fundamental Skill Primers Learning Module: As you are aware that as part of providing our new joiners a unique learning experience, Accenture proposes an online learning module - Fundamental Skill Primers. This document further enhances and details of the learning opportunities and terms of training / assessments that were previously mentioned in your Letter of Intent.

- The learning module of this program is typically made available to you to give you a reasonable time to learn at your pace and comfort.
- After completing the Fundamental Skill Primer Learning, you will need to go through the Fundamental Skill Primer assessment.

Upon joining the Company further Stream training program(s) will be conducted for a specific duration on the specific skill set assigned to you. Periodic assessments will be conducted throughout this training program which you are expected to clear. Each of such assessments including Primer assessment will add towards your final score. A min. of 60% will need to be scored for successful clearance. If you are unable to score 60% in the first attempt, you will have up to two additional attempts and will be required to score minimum 60% marks to clear the stream learning assessments.

Your employment with Accenture is subject to your successful completion of the Stream training program and assessments as mentioned above. If you are unable to clear the Stream training assessments in the given 3 attempts successfully, your services with the Company shall be terminated as per Clause 10 outlined in the Terms of Employment.

By completing 100% of Fundamental Skill Primer online modules before the Fundamental Skill primer assessment and scoring 75% or above in the Fundamental Skill Primer assessment, a potential new joiner will be eligible for a learning Incentive of INR 10,000 provided new joiner is employed with the Company for minimum three months.

After acceptance of the offer of employment or any time during the course of your employment with the Company you may be required to undergo drug/alcohol/substance test based on the project you are deployed. This offer and your employment with Accenture are contingent upon you completing tests as per the requirements of the Company and in the instance of failing these tests namely the drug/alcohol/substance test, Accenture may, in its sole discretion, elect to terminate or suspend your employment immediately.

In the event a government body/Authority exercising its jurisdiction and statutory power/Authority seeks information pertaining to any aspect of your employment, the Company shall provide such information to the government body/Authority without any notification to you. The foregoing shall be applicable to information pertaining to your employment being shared in pursuance of statutory requirements/compliance. You may belong to this category and your details will be disclosed to these authorities.

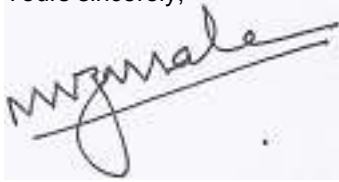
To indicate your acceptance of this Offer and Terms of Employment with Accenture, please confirm your acceptance/rejection by logging on to Accenture Recruitment Portal (<https://india.jobs.accenture.com/default.aspx>) using your unique reference number, candidate identification (CID) and mobile number within 14 days (fourteen days) from the date of this letter, post which the link will be disabled for you. If we do not receive your response before the expiration of 14 days (fourteen days) from the date of this letter, the terms of this Offer of employment will be deemed to have been rejected by you, unless otherwise communicated to you by the Company in writing. Further, at the time of joining you are required to provide all documentation identified in Annexure II along with the signed copy of this Offer letter and Terms of Employment.

After accepting this Offer, we encourage you visit Countdown to the Company- (<http://careers.accenture.com/Microsites/countdown/Pages/welcome-india.aspx>). This online, interactive welcome site will help you successfully navigate the first days, weeks and months of your career at Accenture. It will also provide an interesting overview of Company history-as well as tips on how to develop yourself (and your career) in the future.

In case you have a query, please raise them on <http://indiacampus.accenture.com/myzone/accenture/auth/login>

We look forward to hearing from you regarding your decision to join the Company. I wish you a successful career ahead of you and look forward to your joining us.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'm. zurale', with a horizontal line drawn through the middle of the signature.

Mahesh Vasudeo Zurale

Senior Managing Director

Lead, Advanced Technology Center, India

ACKNOWLEDGED AND AGREED:

[Insert full legal name]

ANNEXURE 1

COMPENSATION & BENEFITS

Annual Total Cash compensation structure as per the Company guidelines is:

Total Cash Compensation Elements	
	Annual (INR)
(A) Annual Fixed Compensation	3,83,000
(B) Local Variable Bonus (LVB) earning potential (at maximum 8.5%)	32,500
Maximum Annual Total earning potential (A+B)	4,15,500
(C) Joining Bonus	
Joining Bonus (Refer to the section C)	25,000
(D) Additional Notional Benefits	
#(D) Gratuity as per law + Benefits	9,500
Annual Total Earning Potential + Additional Notional Benefits (A+B+C+D)	4,50,000

(A) Annual Fixed Compensation

- Your annual fixed compensation is INR 3,83,000. This includes allowances structured in accordance with the Company compensation guidelines and applicable statutory norms. Please note the annual fixed compensation includes employer's contribution to Provident Fund, as applicable.

TDS is deducted as applicable from your Income.

(B) Local Variable Bonus (LVB)

- As part of your annual total cash compensation, you will be eligible to participate in the FY22 Local Variable Bonus program (LVB). Your indicative pay-out can range from 0% to 8.5% of the prorated fixed pay in the Fiscal year, subject to the overall terms and conditions of the LVB, including but not limited to your individual performance achievements and the Company's performance. In addition to these two components, your LVB is also linked to your Individual Utilization. The Company may, at any time and in its sole and absolute discretion, amend, suspend, withdraw vary and/or modify any of the terms and conditions of the LVB program guidelines. The LVB will be paid out subject to you being on the roles of the Company on the date of disbursement of these pay outs and will be prorated based on your tenure in Accenture India and considering the period of leave without pay during the said fiscal year.

(C) Joining Bonus

You are also eligible for a joining bonus of INR 25,000 payable upon joining the organization and that will be paid out along with salary of the month of joining or succeeding pay month. In case you leave, or your services are separated from the Company (except for ramp down or redundancies by the Company) before completion of 1 year from the date of joining, then this whole amount shall be recovered from you.

Note: For International Worker Only*

- As per Indian Provident Fund (PF) regulations, membership to the Provident Fund is mandatory for all International Workers. Exemptions if any, shall be as per the existing law. Please note that since your cost to the Company (CTC) includes employee's as well as employer's contribution to Provident Fund, appropriate adjustment in your monthly salary will be made for Provident Fund contributions as per applicable laws/regulation in existence (or amendments from time to time). Withdrawal (if any) from Provident Fund is regulated by the government of India and is subject to government approvals and prevailing laws (amended from time to time). Any person desirous of such withdrawal need to comply with applicable law and procedures laid down by the authorities.

* As defined by applicable law from time to time.

Benefits applicable for current Company financial year:

In addition to your annual total cash compensation, effective your date of joining, you will be eligible for the following benefits, which will be governed by Company policy:

1. Medical Insurance for self, spouse and 2 dependent children up to INR 300000/- per annum.
 - a. You have the option of availing Accenture negotiated rates to cover your parents, parent in-law and siblings up to INR 1000000/- & any additional child up to INR 500000/- under a separate Insurance plan. You also can avail optional Top-Up and/or Critical Illness Policy for yourself and your dependents (spouse and 2 children) up to INR 1000000/-. The entire premium for this will have to be borne by you. These plans allow for coverage of pre-existing ailments.
 - b. For Permissible claims under the Medical Insurance plans detailed above, you will be required to contribute a defined percentage of each claim, as under:
 - 10% of such claims for self, spouse and 2 dependent children
 - 20% of such claims for parents, parent in-law, siblings and additional children under the separate Insurance plan.
2. Personal Accident coverage for self, up to three times your annual fixed compensation.
 - a) You have the option of availing Supplemental Accident cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
3. Life Insurance coverage equivalent to one time of your annual fixed compensation with minimum cover of INR 500000/-.

You have the option of availing Supplemental Life cover at Accenture negotiated rates for yourself and/or your spouse. The entire premium for this will have to be borne by you.
4. Gratuity as per The Payment of Gratuity Act, 1972.
5. You will also be eligible for the Employee Stock Purchase Plan, which will provide a 15% Discounted Rate on ACN Stock traded on NYSE.

Employee Stock Purchase Plan (ESPP): The Employee Share Purchase Plan gives the employee an opportunity to purchase Class A common shares in Accenture Limited at a discount through payroll contributions. By participating in this plan, an employee can develop his / her ownership in Accenture and increase his/ her stake in Accenture's success.

In addition to the above, you will also be eligible for the following benefits:

1. #^(D)Gratuity amount shown above is an approximation of your eligibility and the final payout of any gratuity amount will be determined in accordance with the applicable provisions of the Payment of Gratuity Act, 1972, as per the Company policy.
2. One time relocation allowance subject to a maximum of INR 2,500 on submission of actual supporting as per policy.
3. Transport facility, as per Company guidelines, can be availed at no cost.

Details pertaining to relocation allowance will be provided to you at the time of joining the Company. In the unlikely event you choose to leave the Company, or your services are terminated, before the completion of 1 year of employment with the Company, the relocation assistance will be construed as debt due and payable by you and should be repaid on termination of your employment. Any dues payable by you on termination will be recovered from your final settlement to the extent possible.

The Company may, at any time and in its sole and absolute discretion, amend, suspend, vary and modify any of the terms and conditions of the above benefits & guidelines.

From the date of your joining, the compensation and benefits mentioned in this annexure will be applicable to you until any further communication from the Company.

GST Clause:

Following the implementation to the GST regulations with effect from July 1st 2017, please note the treatment to any continuing obligations that you have, pursuant to any signing/joining/relocation/retention bonus as per the terms of your employment, will be as under:

Any signing, joining, relocation or retention bonus received by you will be paid along with salary of the relevant or succeeding pay month. This amount is recoverable as per your employment terms, if your service commitment with Accenture change. Any such recovery or adjustment shall be made from your salary pertaining to the service month before your last working day in the Company. Any shortfalls will be adjusted against any further amounts due and payable to you.

General Tax:

All compensation will be paid to you after deduction of tax at source, in accordance with applicable law. You will be solely liable for your personal tax liabilities, as per applicable law, both in India and abroad.

ANNEXURE II

Mandatory documentation at the time of onboarding:

1. Two copies of your recent passport size photographs.
2. Original marksheet of all semester (PG/UG)
3. Original provisional degree certificate or convocation degree certificate.
4. Copy of X, XII and all semester mark sheets of PG & UG Degrees.
5. Copy of Degree/PG/Diploma (as applicable) certificates.
6. Passport copy, if available (if not please apply immediately).
7. Pan Card
8. Copy of Aadhaar Card- We request you to provide for meeting the UAN generation requirement and any other compliance required by governing regulating authorities like EPFO, ESIC, labour welfare fund and others.

Please note that by voluntarily sharing your Aadhaar details, you are also authorizing us to share it with third parties under contract with the company and which are bound by confidentiality provisions to meet any regulatory requirements and internal procedures of the company including but not limited to making verifications. Do note that the provision of Aadhaar details and seeding Aadhaar with UAN as well as completing KYC requirements of EPFO is necessary and if you are unable to do so this may delay submission of your PF contributions to the regulators.

ANNEXURE IV - DECLARATION

I hereby represent and warrant that as of my effective start date of employment with the Company, I will have: (a) terminated my employment with any current/previous employer and any other employment or contractor relationships; and (b) satisfactorily performed and completed all my obligations which apply/applied to me vis-à-vis any current/previous employer and any other employment or contractor relationships.

I hereby represent and warrant that I have not, during the course of any current/previous employment and any other employment or contractor relationships, entered into or agreed to any arrangement which may restrict, prohibit or debar or conflict or be inconsistent with my acceptance of the offer made by the Company or employment with the Company, including, but not limited to, any time-bound non-compete agreement, restrictive employment agreement or other restrictive terms.

I hereby represent and warrant that I shall not bring into Accenture premises (or use in any manner) any third-party documents (regardless of media) or materials (including but not limited to trade secrets) with myself to Accenture, including any such documents or materials from my previous employer. To the extent I feel that my employment at Accenture would require me to bring any third-party documents or materials to Accenture I shall not bring any such documents or materials unless I have taken all permissions/approvals from the third parties before accepting the offer from Accenture. I further represent and warrant that I have not and will not inappropriately disclose or misuse any confidential information obtained from and/or in connection with any current/previous employer and any other employment or contractor relationships. I agree and acknowledge that a breach of this provision shall entitle Accenture to terminate my services with immediate effect.

ACKNOWLEDGED AND AGREED:

<Candidate Name>

Date:

Disclaimer

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16-Feb-2022

Dear **Mahesh Jandwani**,

Subsequent to your performance during the Internship, we are pleased to confirm your offer of employment with Acko Technology & Services Private Limited., and offer you the position of **Assistant Manager - Information Security** in **Bangalore**.

1. Upon your acceptance of the terms hereof, your date of joining would be on or before 01-Jul-2022.
("Date of Joining")
2. Your Annual Fixed CTC will be Rs. **10,00,000/-** (Rupees Ten Lac Only). Break-up of salary is attached in **Annexure - A**. During the term of your employment, you will be eligible for reimbursement of any pre-approved expenses, as per the then prevailing policies and rules of the Company upon presentation of documentation, expense statements, vouchers, and such other supporting information. All such payments shall be subject to withholding all applicable taxes which will be borne by you.
3. You may also be eligible to receive an annual bonus of up to 15% of Fixed CTC based on your and company's performance at sole discretion of the Company. The bonus will be contingent on Company's overall performance and your goals/targets being met and subject to Company policy and your employment terms and conditions. Specific individual goals/targets shall be discussed upon your joining. The company reserves the right to amend or withdraw the bonus terms, at any time, at its absolute discretion. Company also reserves the right to pay the bonus amount in either cash or in stock options at its sole discretion. You shall be eligible and entitled to this bonus only if you are on-rolls of the Company on the payment date and not serving notice on the disbursement date.
4. You will be on probation for a period of three (3) months starting your Date of Joining. Unless stated in writing, you will be deemed a confirmed employee after the expiry of the initial or extended period of probation. If your performance and/or conduct is deemed poor or unfit by the company, your probation may be either extended, you may be put on a performance improvement plan or your employment may be dispensed at the discretion of the management.
5. You acknowledge and agree that your remuneration is a matter purely between yourself and the Company and you are to keep this information and any changes thereto, strictly confidential. Your remuneration will be periodically reviewed as per the Company's policies. Your increments and promotions shall be at the discretion of the Company and will be subject to and on the basis of your performance.
6. You shall abide by all the rules and regulations of the Company, which may be changed at any time at its discretion without any requirement to obtain your consent or approval or to notify you of the same. The policies of the Company, Company handbook (if any) as in effect from time to time shall form an integral part of this offer letter, the contract between you and the Company and terms of your employment with the Company and these shall be legally binding on you. Further, you agree to the obligations detailed under **Annexure B ("Undertaking")** to this offer letter at all times.
7. **Dual Employment/Double Employment**: Your employment with the Company is on a full-time basis. While you are in the services of the Company, you shall not engage in dual employment/double employment with any other company/entity/individual/third party in any role or capacity whatsoever i.e. while being employed with the Company you are not permitted to directly or indirectly, engage



yourself or devote any time or attention to any full time or part time employment (*including consultancy/advisory services*), trade, business or occupation, with or without remuneration, for any third person or concern (including self-employment). You shall also not undertake or be interested, either directly or indirectly, in any activities, which are contrary to or inconsistent with your employment with the Company or the Company's interest. You shall devote yourself exclusively to the business of the Company. Any breach of this condition on your part may lead to the immediate termination of your employment with the Company. Unless authorized by the Company, either during the course of your employment or following the expiration or termination of your engagement with the Company, you shall not (i) perform any work that would utilize the Company confidential information or would involve an inevitable disclosure of the Company's trade secrets or confidential information; (ii) use any material, data and/or technology that infringes the Company's intellectual property rights; or (iii) act in contravention of any of your obligations set out under Undertaking detailed under **Annexure B** hereto.

8. Your employment is contingent upon the Company receiving satisfactory references or background check results. Please note that in the event the Company is not satisfied with any of these items, the Company reserves the right to end this agreement of employment.
9. During the course of your employment with the Company, you may be privy to confidential information of the Company and/or its affiliates, customers, clients etc. You shall at all times, keep in strictest confidence and trust such, confidential information, including that which you may have created. You will keep the Company duly and promptly informed, in writing, if you are bound by any confidentiality, non-compete or other similar agreements with any of your previous employers. You shall indemnify and hold harmless the Company and its employees and agents, from and against all liabilities, claims, damages, suits, proceedings, costs and expenses whatsoever, caused by or arising from your breach of the terms and conditions set out herein.
10. During the course of your employment, if you conceive of any new or advanced methods, inventions, designs or improvements, processes/systems or prepare any reports, tables or collection of data in which copyright may subsist, or any other form of intellectual property, in relation to the operation of the Company, all such developments shall be communicated to the Company and will be and remain the sole right/property of the Company and you shall execute documents and do all things necessary to enable the Company to obtain all rights to the same.
11. Leave: During the course of your employment, your leave entitlement will be subject to Company's internal policies that are in force and amended from time to time. You shall be entitled to Annual, casual, sick and any other leave benefit as per the then prevailing policies of the Company.
12. After the termination of your employment, you shall immediately return all the properties of the company, which are in your possession or custody.
13. You shall retire from the employment of the Company on last day of the month on which you attain your 58th (fifty eighth) birth anniversary.
14. You have been offered on the basis of the particulars submitted by you. If at any time, it emerges, that such particulars were false or incorrect or that any material or relevant information had been suppressed or concealed or exaggerated, your offer pursuant hereto shall be considered ineffective.



15. During the term of your employment and for a period of 1 (one) year thereafter, you shall not induce or attempt to induce/solicit any employee of the Company to leave the employment of the Company.
16. You covenant and agree that, at any time, during your employment (whether as an officer, director, partner, proprietor, investor, shareholder, manager, associate, employee, consultant, representative, adviser, agent or otherwise), you will not and will not permit any related party to, for yourself or jointly with any other person, directly or indirectly, own, conduct, engage, manage, operate, join, control, finance, invest in, bid for, advise or otherwise participate in, or be connected with, any business, individual, partnership, firm, corporation, limited liability company or other entity in any geography that is in the same or similar business as the Company ("Competing Business").
17. You shall at all times during the course of your employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company may suffer or incur or which may be made against the Company as a result of your acts or omissions during the course of employment.
18. Any notice that maybe required to be given to you shall be deemed to be duly and properly given, if hand delivered to you personally, or sent by email or sent by registered post to you at your address, as per the records available with the Company.
19. This letter of offer, read with the documents referred to herein, shall be the sole document governing our relationship and supersedes all other letters of offer previously issued and/or all other agreements, memoranda, documents and discussions. Our relationship will be governed only by the terms hereof.
20. Employment with the company may be terminated by either party by sending a notice in writing and serving a notice period. You shall be required to serve 60 (sixty) days' notice period or pay two months of gross salary in lieu thereof. The Company shall have sole discretion in relation to waiver of notice period or any other modifications in relation thereto. In the event of you having any incomplete assignment, the Company shall have the discretion to relieve you only at the end of completion of the assignment which may be beyond a period of 60 (sixty) days. The Company reserves the absolute right, at its sole discretion, to pay or recover salary in lieu of the notice period. It is clarified that the Company shall not be required to serve any notice or pay any compensation or salary in lieu of the notice if you breach any of the provisions of this agreement or act contrary to the company's policy of interest or if you indulge in any unlawful activities.
21. In Case of a termination/resignation, the Company shall be entitled in its sole and exclusive discretion to require you to be on a garden leave during the applicable notice period during which time you shall not be required to perform any duties and exercise any powers or authorities in connection with your employment/position including not attending the office or visiting any company premises or attending any matters related to the Company including clients and business meetings. For the sake of clarity, during a garden Leave, you shall (a) remain an employee of the Company and be bound by the terms of this letter and Company's policies and handbook (b) not, without the prior written consent of the Company, take any action in relation to your employment, role, clients, matters of the Company.



22. In the event of separation (including termination) from the services of the Company within 12 months from the Date of Joining, the Company has the right to recover the amount incurred or paid in the form of joining bonus, relocation, training or any other bonus or expenses incurred beyond the fixed compensation structure.
23. The Company may terminate / suspend your services at its discretion at any time immediately upon written notice to you if it has been alleged and prima facie established through preliminary internal inquiry that you have committed (i) any heinous criminal act or any offense involving moral turpitude. Examples include rape, forgery, robbery, etc. (ii) sexual harassment or (iii) any form of discrimination (iv) other act that threatens or likely to damage the Company's reputation or (iv) breach of Company policy or (v) breach of Undertaking under **Annexure B**.
24. The terms and conditions set out herein shall be deemed to be severable and, in the event of any of the terms and conditions being held by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and conditions shall nevertheless continue to be fully valid, binding and enforceable.
25. The provisions hereof shall be governed by and construed in accordance with the laws of India and the courts at Bangalore shall have the exclusive jurisdiction to settle any claim or matter arising hereunder.

Yours sincerely,

For and on behalf of Acko Technology & Services Private Limited

Agreed, Understood and Accepted:

Sophia De
Director – HR

Date: 16-02-2022
Place: Abu Road, Rajasthan

ANNEXURE A

Salary Components	Monthly (Rs)	Annual (Rs)
Part A: Fixed Component		
Basic	41670	500040
House Rent Allowance	20835	250020
Leave Travel Allowance	4167	50004
Special Allowance	6344	76128
Books & Periodicals	2500	30000
Telephone Reimbursement	3000	36000
Meal & Gift Allowance	3017	36204
Gross Salary	81533	978396
Employer contribution to PF	1800	21600
Fixed CTC	83333	1000000
Less deduction from salary:		
Employee PF	1800	
Professional Tax	200	
Net Take Home (Pre Tax)	79533	

**ANNEXURE B****UNDERTAKING****Code of Conduct, Governance, Company Policies, Intellectual Property & Proprietary Information**

The Personnel (details as provided hereinbelow) hereby unconditionally and irrevocably accepts, agrees, confirms and undertakes to uphold and adhere to the following ("**Undertaking**"):

1. **Code of Conduct, Ethics & Company (as defined hereinbelow) policies/handbook/charter:** Personnel shall at all times behave/act in an ethical manner and in compliance with the applicable laws, the policies, handbooks and values of the Company. Personnel is responsible for upholding and protecting Company's rights, policies, values and/or its assets including proprietary information, intellectual property assets and rights. Personnel shall always act in company's interest. Personnel is also responsible for reporting to Company's disciplinary committee (i) any violations of Company's rights, interests, code of conduct, policies, handbook and this undertaking and/or (2) misuse of Company's assets including confidential or proprietary information and intellectual property assets.
2. **Proprietary Information-use & confidentiality.** The Personnel understands that his/ her work as an Personnel of the Company will involve access to and creation of confidential (including trade secrets) and proprietary information (collectively, "**Proprietary Information**" as defined below). The Personnel agrees to keep and use all Proprietary Information in trust for the benefit and interest of the Company. The Personnel shall never use any Proprietary Information in any manner whatsoever, except as required by his/ her duties to the Company. Personnel understands that this prohibition on use or disclosure prevents him/ her from discussing Proprietary Information, even in general terms, with persons outside the Company. Even within the Company, the Personnel shall discuss or disclose the Proprietary Information ONLY with those persons with or to whom he/ she is authorized to discuss or disclose such information on a need-to-know only basis.

"**Proprietary Information**" means and includes any information and/or data pertaining to the Company whether considered sensitive or not including without limitation information, ideas, and materials of or about the Company, or its subsidiaries or affiliates, Personnel, customers, or others with whom the Company conducts business, trade secrets, information, ideas or materials of a technical nature such as research and development results, software design and specifications, source and object code, training and training materials, invention disclosures, patents, patent applications, and other materials and concepts relating to products and processes. Proprietary Information also includes information, ideas, or materials of a business nature such as non-public financial information; information relating to profits, costs, marketing, strategy, purchasing, sales, customers, suppliers, contract terms, Personnel, and salaries, product development plans; business and financial plans and forecasts, student information, client information, and marketing and sales plans and forecasts.
3. **Inventions & Assignment.** "**Inventions**" means and include all kinds of work product whether tangible or intangible, ideas, inventions, discoveries, creations, designs, materials, works of authorship, trademarks, and other technology and rights (and any related improvements or modifications thereof), whether patentable or not, copyrightable or not, or otherwise protectable or not under any form of legal protection afforded to intellectual property, relating to Company and/or its activities of which the Personnel is aware or become aware, conceived or developed, or reduced to practice by Personnel alone or with others, during (1) the term of his/ her employment or engagement (as the case maybe) with Company, whether or not conceived during regular business hours, or (2) within one (1) year after termination of his/ her employment or engagement (as the case maybe) if based on Proprietary Information(s) and/or otherwise created for the Company and /or using Company's technology, assets, resources and/or facilities.

The Personnel shall promptly and fully disclose to the Company all such Inventions. The Inventions shall be the sole property of the Company and all rights, title and interest including intellectual and proprietary rights of any kind and nature worldwide or otherwise in the Inventions shall solely, perpetually and irrevocably vest with the Company. To the extent possible, such Inventions shall each be considered a 'Work Made For Hire' by him/ her for



the Company under relevant provisions of Copyright Law. To the extent the Inventions may not be considered such a 'Work Made For Hire', the Personnel agrees to assign, and hereby automatically assign to the Company at the time of creation of the Inventions, without additional consideration, any right, title, or interest the Personnel may have in such Inventions and its improvements. The Personnel will (whether during or after his/ her employment/engagement (as the case maybe) with the Company) execute such written instruments and do other such acts as may be necessary in the opinion of Company to obtain a patent, register a copyright, or otherwise protect or enforce the Company's rights in such Inventions. The Personnel, hereby irrevocably appoints the Company and any of its officers as his/ her attorneys-in-fact to undertake such acts in his/ her name. The Personnel will allow the Company to inspect any Inventions that he/ she conceive or develop within one year after termination of his/ her employment/engagement to determine if they are based on Proprietary Information and/or have been created using Company's technology, assets, resources and/or facilities. The Personnel hereby assigns to the Company, free of cost and in perpetuity, all/any Invention caused or made by him/ her including any modifications thereof. Personnel agrees that it shall not act in any manner that may prejudice Company and its ownership rights over Inventions and its other intellectual property assets or use any Proprietary Information or Inventions in a manner that infringes the Company's intellectual property rights whether during or after his/her employment or engagement with Company.

4. Return of Company's Assets and Proprietary Information. On termination of his/ her employment or engagement (as the case maybe) with the Company, or at any time it so requests, the Personnel will deliver immediately to Company all property/assets whether tangible or intangible belonging to the Company and all material containing Proprietary Information regardless of the storage media type, including but not limited to notebooks, notes, memoranda, records, diagrams, blueprints, bulletins, formulas, reports, computer programs and documentation, other data, customer lists, accounts of customers, any other records relating to customers, or memorializations of any kind coming into his/ her possession or kept by him/ her in connection with his/ her employment/engagement including any copies, in his/ her possession, whether prepared by him/ her or others.
5. Former Employers'/ Third Party's Information. The Personnel agrees that he/ she will not, during his/ her employment or engagement (as the case maybe) with the Company improperly and/or illegally (i) use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity whether connected with the Company or not and that (ii) bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity or any third party unless consented to, in writing by such employer, person or entity. To the extent that the Personnel has such information or materials, he/ she acknowledge that he/she is barred from using any such third party information in their work/services/employment for the Company and Company does not want him/ her to disclose such information or materials to the Company, nor does it want him/ her to use such information or materials in any work that the Personnel may perform for the Company.
6. Assistance Upon Termination. The Personnel shall upon leaving employment or engagement (as the case maybe) with the Company, assist the Company in patenting any Inventions even after severance of employment/engagement (as the case maybe) by way of undertaking required formalities (at reasonable expenses paid by the Company) and for this purpose keep the Company informed of his/ her addresses in the succeeding five years after leaving employment/engagement (as the case maybe).
7. Non Disparagement: Personnel shall not make disparaging or negative statements of whatsoever kind and in whatsoever context, through any medium, about the Company, its affiliates, shareholders, officers, directors, personnels, business practices, plans or procedures, products, and/or pertaining to the Personnel's tenure with the Company or the terms of his employment/engagement and/or termination. Personnel hereby further agrees that he/she shall not at any time engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation, goodwill or commercial interests of the Company, its affiliates, shareholders, officers, directors or personnels.
8. Terms of Employment: (i) Terms of employment/engagement (as the case maybe) including compensation terms, benefits or terms of any ESOP grants (ii) Terms of termination/severance from employment/engagement

Offer Of Employment - Adfactors PR - Kashish Soni [View Job](#)

Himanshi Gupta
to Sonakshane64@gmail.com, Ajay, Nancy

DOI: 10.1002/anie.202115178

Dose Kachish.

We thank you for exploring career opportunities with Adfactors PR Pvt. Ltd. (‘the Company’).

Based on our various meetings and interactions, we are pleased to make you an offer of employment for the position of Trainee Account Executive. You will be based at the Delhi office.

Your Gross CTC will be: Rs. 4,29,800/- per annum (Rupees Four Lakh, and Twenty Thousand only) per annum > (Rs. 35,099/- per month). Please find the attached summary of your compensation with additional benefits, for your reference. The same is effective from your date of joining in the Company.

We would like you to join us on or before **January 23, 2023**. With your acceptance of this offer, you are required to share the acceptance of your resignation from your present employer.

Closer to your date of joining, we will share with you a link, for uploading the following documents to initiate a background verification check as well as updating your personal / professional details -

1. Highest qualification proof (certificate and mark sheet).
2. Residential address proof (Aadhar card *).
3. PAN card*.
4. Your recent passport-size photograph (not older than 3 months) in .jpg format.



November 2, 2021

Justin Babu
Jaipur

Sub : Offer Letter for the position of Graphic Designer

Dear Justin,

We are delighted to offer you the position as a **Graphic Designer** in our Organization and look forward for your acceptance on the same.

You shall be paid a compensation of **Rs. 3,40,500 /- CTC** per annum subject to various deductions as applicable. The details of your gross emoluments are as mentioned in Annexure-A.

This offer has been made based on information furnished by you. However, in case of any deviations, we retain the right to review our offer of employment.

Your employment with us will be governed by the Terms & Conditions as detailed in Annexure- B and you are required to submit a copy of all the documents mentioned in Annexure - C of the Offer Letter at the time of joining.

A detailed letter of appointment would be issued once you join us.

We congratulate you on your appointment and wish you a long and successful career with us. We assure you of your professional development and growth with AdGlobal360.

Please return a signed copy of this letter as a token of your acceptance.

Yours truly,
For **AdGlobal360 India Pvt. Ltd.**

Offer accepted by

Jyoti Sarwan
Senior Manager- HR

Signature _____
Name _____

AdGlobal360 India Private Limited
Plot no: 685,686 Udyog Vihar Phase - 5, Gurgaon,



Reference No: J01014

28th Oct 2021

Dear **Jahnvi**,

It's our pleasure appointing you in **Adnate IT Solutions LLP** as an employee for the position of "**Associate Consultant**" or in such other capacity the management shall from time to time determine. Please note that the appointment terms contained in this letter are subject to change as per the company policies laid down in the HR Manual. These changes will be communicated to you from time to time via email. This appointment shall be preceded by a 6-month internship.

1. Appointment

- a. Your internship will commence from 3rd January 2022. Tentative joining as Associate Consultant would be from 1st July 2022.
- b. Your job location will be Adnate IT Solutions LLP, **Jaipur**, Rajasthan.
- c. You shall be liable to be transferred in such capacity as the company may from time to time determine to any other location, department, function, establishment, or branch of the company or its subsidiary, associate or affiliate company. In such case you will be governed by the terms and conditions of service applicable to the new assignment.

2. Working hours

The regular working hours are 40 hours per week excluding 1 hour lunch break each day. All hours worked in excess of the employee's normal hours of work will be regarded as overtime hours.

3. Compensation

During the internship, you will be reimbursed with a fixed amount to cover the expenses as per the **Annexure I**.

Upon completion of internship your & Joining as Associate Consultant, Cost to Company would be **4.00 LPA**. Breakup of CTC has been given in **Annexure- II**, which is attached with the offer letter. You will be entitled to other compensation and benefits in accordance with the Company policy as modified and intimated to you from time to time.

- a. Your salary will be reviewed periodically as per the company policy
- b. Changes in your compensation are subject to the discretion of the company and will be subject to and be on the basis of your effective performance and results during your employment and other relevant criteria

4. Taxability

Employee will be liable for paying all applicable taxes on income as per the national and international laws. You will also be responsible for filing your personal Income Tax returns.

ADNATE IT SOLUTIONS LLP

413, Alankar Plaza, Central Spine, Vidhyadhar Nagar, Jaipur | Tel: +91 9823070358

www.adnatesolutions.com | www.adnate.in

5. Annual Leave

Employees are provided Annual Leaves as per the applicable Statutory Provisions in India. Leave encashment would not be provided and the employee will be covered under the company's leave policy enforced from time to time.

6. Payment during sickness

In case the Employee is prevented from performing his employment with the Company due to disability, incapacity or sickness, he/she will be entitled to sick leave as per the applicable statutory provisions applicable in India.

7. Insurance

Health Insurance will be provided according to the company policy.

8. Responsibilities

- a. In view of your position and office, you must effectively, diligently and to the best of your ability perform all responsibilities and ensure results. There may be times when you are required to work extra hours to achieve the above when the job so requires. In this connection you are required not to engage in activities that have or may have an adverse impact on the reputation/image and business of ADNATE IT SOLUTIONS, whether directly or indirectly.
- b. You may be required to undertake travel for company work for which you will be reimbursed travel expenses as per the company policy applicable.
- c. You may be required to undertake work at company's overseas subsidiary on deputation for short term as well as long term assignments.
- d. We at ADNATE IT SOLUTIONS are committed to ensure "Integrity" in all aspects of its functioning. You are expected to comply with the policies of the company including the Code of Business Conduct and other policies as they form integral part of the terms of your employment with ADNATE IT SOLUTIONS. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These policies are updated/modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- e. Consistent with (d) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the policies or the terms of your employment, shall immediately be brought to the notice of management of the company.

9. Conflict of Interest

- a. You are required to engage yourself exclusively in the work assigned by ADNATE IT SOLUTIONS and shall not take up any independent assignments (Whether the same is part time or fulltime, in an advisory capacity or otherwise) directly or indirectly without the express written consent of one of the Directors of the company.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which may have conflicting interest with ADNATE IT SOLUTIONS.
- c. You shall not accept employment with any client or customer or vendor of ADNATE IT SOLUTIONS and its associate entities for a period of one year from the cessation of employment with ADNATE IT SOLUTIONS (Irrespective of the circumstances of, or the reasons for the cessation).
- d. The conflict of interest policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with ADNATE IT SOLUTIONS (Irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - Any employee of ADNATE IT SOLUTIONS to terminate their employment with ADNATE IT SOLUTIONS or to accept employment with any competitor, supplier or any customer with whom you had a direct engagement while performing official business of ADNATE IT SOLUTIONS
 - Any customer or vendor of ADNATE IT SOLUTIONS to move his existing business with ADNATE IT SOLUTIONS to a third party or to terminate his business relationship with ADNATE IT SOLUTIONS
 - Any existing employee to become associated with, or perform services of any type for any third party
 - Any employee to accept employment with any client or customer or vendor of ADNATE IT SOLUTIONS and its associate entities
- e. In case of any conflict as mentioned in the points above, you may be terminated directly without any prior notice.

10. Confidentiality

- a. In consideration to the opportunities, training and access to new technologies and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please ensure that you maintain as secret and confidential all confidential information (as defined from time to time in the Confidentiality Policy of the Company) and shall not use or disclose any such confidential information except as may be required under obligation of the law or as may be required by ADNATE IT SOLUTIONS and in the course of your employment. This covenant shall endure your employment (irrespective of the circumstances of, or the reasons for, the cessation)

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

11. Background Checks, false information and good faith

- a. The employee declares that all information, documentation and credentials presented to the company in connection with his/her application for employment are authentic and that any information, document or credential subsequently proved to be false will be grounds for summary dismissal.
- b. The employee accepts and agrees that the employer may from time to time conduct credit/criminal background checks on the employee during the terms of this agreement.

12. Employment Bond

You will be bound to serve the company for a period of 18 months after joining as an intern. In case you want to leave the company before the aforesaid period, it should be agreed by the management or else, you will be liable to pay to the company the training cost (INR 1,00,000/-) and any other costs incurred on you. If you leave the employment without any notice, the company shall have the right to claim from you as liquidated damages an amount equivalent to three month salary and the training cost incurred by the company.

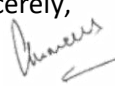
13. Notice Period

The employment with the company may be ceased by the associate

1. by giving three months' notice in writing
2. on payment of an amount equivalent to three-month salary in lieu of the notice period on being agreed upon by the company

As a confirmation of your acceptance, please sign the duplicate copy of this Offer cum Employment Agreement and submit the same within 1 day. Looking ahead, we see exciting times – we look up to you to provide impetus in accomplishing our mutual endeavor of being the best in the business of IT Services. Welcome to our Organization! We look forward to a mutually fruitful association.

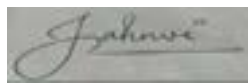
Sincerely,


Ankit Mehta
Director-Operations
Adnate IT Solutions LLP



SIGNED & DATED at 3:10 pm on the 29th Day of October 2021

Signature of the Employee



Annexure- I

ADNATE IT SOLUTIONS	
Mode	REIMBURSEMENT FOR EXPENSES
Office	INR 10,000/- per month
Remote	INR 5,000/- per month

Note: Mode of internship would be conveyed 2 weeks prior to the commencement of internship.

Annexure- II

Employee Name	Jahnvi Jain	Designation	Associate Consultant
CTC W.E.F. 01-07-2022		Per Annum	Per Month
		4,00,000	33,333
Basic	50% of CTC	2,00,000	16,667
HRA	40% of basic	80,000	6,667
Medical Allowance		19,200	1,600
Special Allowance		22,585	1,882
Gross Salary		3,21,785	26,815
Deductions			
Employee PF		21,600	1,800
Net Salary		300,185	25,015
Add: Benefits			
Health Insurance Premium*		7,000	
Development Incentive*		40,000	
Employer PF		21,600	1,800
Gratuity		9,615	
Cost to Company		4,00,000	33,333

- Taxes and Deduction will be made as per Government Rules
- Group Medical Insurance for Self will be provided after completion of internship.
- **Development Incentive and Health Insurance Premium is paid according to Company schedule
- Break-up may change as per Government Norms




**** Development Incentive**

1. Development Incentive will be based on employee's performance, work, attitude and work culture, training and ratings, targets towards company and its clients.
2. The Decision whether to offer or not offer development incentive to employee is clearly and indisputably at Adnate's absolute and reserved discretion and company reserves the right to vary/change the terms and conditions of Development Incentive.
3. The company may, at its sole discretion reduce the amount of the Development Incentive payable to employee if employee does not match up to standards set in point 1 of Development Incentive.



22 July, 2022

Private & Confidential

Chayan Jain
#215, R K Puram,
Next to Madhuban Colony, Seeloor Road,
Bundi-323001
Rajasthan

Dear Chayan,

Further to your recent interview, we are delighted to offer you the position of Trainee Engineer, at our office in Vadodara on a gross compensation of Rs. 600,000.00 as detailed under Clause 4 of the employment contract attached hereto.

The commencement and continuation of your employment is subject to:

- Signing and returning one copy of the Contract of Employment with the completed offer documents to indiahr@oneadvanced.com within 7 days of receiving the offer.
- Providing a copy of your ID and address proof
- Your employment is contingent on the appropriate successful results of a background checks that will include employment, education, address, criminal and/or any other check that may be included at the discretion of the management.

The continuation of your employment as above shall be subject to satisfactory background verification report. This letter, together with the enclosed contract, constitutes the terms and conditions of employment with the Company.

We look forward to welcoming you to the Company and wish you a rewarding career over the years to come.

for Advanced Business & Healthcare Solutions India Private Limited,

Yeshwin Sampathkumar
Innovation and People Operations Manager

ADVANCED BUSINESS & HEALTHCARE SOLUTIONS INDIA PRIVATE LIMITED

Regd Office: Fortune Summit 2nd floor 'A' Wing # 244, HSR Layout, 6th Sector, Hosur Main Road, Bangalore 560 068

CIN: U72900KA2001PTC028589

url: www.oneadvanced.com



Employment Contract

This contract sets out the terms and conditions of your employment with Advanced ("the Company") and constitutes your employment agreement with the Company.

1. Joining Date

Your scheduled date of employment with us will commence on 25 July, 2022

2. Job title

You will be employed by the Company as Trainee Engineer.

You will report to Practice Manager or any Manager as designated from time to time.

You may be transferred or assigned to any of the offices of the company including its clients or of its subsidiary/ associated companies that exist now or may be setup later.

3. Working Hours

The office working hours are 9.30 am to 6.00 pm Monday to Friday with one hour for lunch or such other timings as may be advised by the Company. However, you are expected to cooperate with the company whenever there is a business exigency.

4. Compensation and Benefits

Salary

Your annual base salary will be Rs. 511,800.00 gross per annum, subject to applicable taxes.

Bonus

You will participate in the variable bonus scheme of the company subject to the Bonus Rules and Guidelines as applicable for the financial year and available in the Advanced Hub. Your bonus amount will be 8% of your annual salary excluding special allowance. If you have joined after the start of the fiscal year, this amount will be pro-rated for the first year.

Joiners in Q4(1st December to 28th/29th February) will not be eligible for Bonus in the year of joining. This is a discretionary scheme and the company reserves the right to amend or withdraw any part of this plan with appropriate notice. Bonus rules and guidelines are in place and these will be detailed to you upon joining.

Deferred Incentive Plan

You may participate in the deferred incentive plan (DIP) as stated in of Annexure 2, subject to the DIP rules and guidelines. You will be entitled to 5% of your annual salary excluding special allowance. The amount accumulated is available for redemption only after the completion of the 12 months' plan.

Provident Fund and Gratuity

1. You will participate in the Provident Fund Scheme from your joining date.
2. Benefits of gratuity shall be as per law.

Medical Insurance

You are eligible to participate in the company's group term medical insurance policy covering you and your family (limited to 6 members) up to a limit of Rs.5 Lakhs on a floater basis.

Group Term Policy

You are covered under the company's Group Term policy for a life insurance of twice your annual base salary subject to limits of insurers

Your compensation package is made up of the following:

Salary	Month	Year
Basic salary	26,000	312,000
House rent allowance	13,000	156,000
Other allowances	3,650	43,800
Total	42,650	511,800
Employer's PF Contribution subject to eligibility & conditions	1,800	21,600
Variable Bonus (8% of your base salary)		41,000
Deferred Incentive Plan (DIP)-Payable as per DIP policy		25,600
Gross Compensation	44,450	600,000

Any contribution that the Company is mandated in future by law to any of the applicable statutory schemes shall always be deemed to be part of the base salary with consequent changes in the salary components.

5. Leave

The company's holiday year runs from 1st January to 31st December.

You are eligible for earned leave of 20 days in a year. This leave will be credited for the year to you on a proportionate basis at the rate of 1.66 days for each month from the date of joining till 31st December. In addition, you may be permitted leave for days you are unable to attend to your duties due to health reasons, up to a limit of 7 days, subject to the rules of the company.

A similar pro rata adjustment in the year the employment contract is determined for whatever reasons shall be made at the rate of 1.66 days for each month of service for the period between last day of employment and 31st December of that year. Any leave taken in excess of an Employee's entitlement will be deducted from the final salary payment.

Prior approval is required for leave longer than two weeks at any one time. Should the needs of any particular project or the overall staffing needs of the Company on all projects require that the Company cancel any leave approved, the Company may do so provided the Company compensates the Employee for any financial loss incurred.

6. Employee Undertaking

You agree that during your employment you will carry out such duties as may be required by the Company from time to time and comply with all reasonable instructions and regulations relating to the Company or to any Group Company (or by anyone authorised by it). You will also (during your working hours) devote the whole of your time, attention and ability to your duties, work diligently and promote the interests of the Company.

You shall not either solely or jointly or as director, manager or agent actively carry on or be engaged, concerned or interested in any other trade, business or employment. This shall not prevent the Employee from holding shares, up to 5%, in any publicly quoted company or up to 5% of debentures or other securities by way of genuine investment.

You shall in all respects conform to Rules, written or followed generally, as currently in force for the proper conduct of the Employee during the course of employment. Where there is any conflict, this agreement shall prevail over any such Rules

7. Employee's Declaration:

Employee declares:

1. You will ensure the security of confidential information coming to your knowledge in the course of employment, and shall disseminate the same only as allowed in this agreement
2. You will abide by the company policies and procedures, in particular, relating to the use of company resources – tangible or not, including third party resources in the possession of the company
3. Information provided by you to the company with respect to yourself on identity, address, education, past employment, experience, remuneration and any other that the company has relied on to make this offer of employment to the employee are true and correct
4. You have not been convicted of any criminal offence including SHA nor is a party to any pending proceeding
5. You are not adjudged an insolvent nor any proceeding is pending
6. You have been honorably relieved by your immediate past employer and all others before and accords to the company your free consent to seek proof of your credentials from any or all of your past employers

And Employee accepts that if any of the above declaration is found to be untrue, the same shall constitute 'gross misconduct' and consequences as per clause 14 (v) shall visit the employee.

8. Sickness and Sick Pay

Without prejudice to the Company's right to terminate employment at any time by giving the relevant notice, leave entitlement commences after the completion of the first month of employment.

An Employee is entitled to receive full salary during any period in which he is incapacitated and absent from work owing to illness or injury to a maximum of 7 days in aggregate in any twelve-month period. Exceptions will be at the sole discretion of the Company. The Employee will in all cases of absence notify the Company by 10.00am, on the first morning, of the reason for the absence and its anticipated duration.

If the Employee is away sick for three or more consecutive working days, then a medical certificate must be produced to the Company. Thereafter, medical certificates should be submitted regularly to cover the full period of absence. On each occasion a medical certificate expires and the Employee does not anticipate that he will be returning to work, he will notify the Company by 10.00am on the first morning following the expiry of the medical certificate.

The Company reserves the right to require the Employee to attend a medical examination by a doctor/specialist nominated by the Company. Any expenses in this respect will be borne by the Company.

9. Absence

Employee shall inform the employer of all absences in the manner as above stated. Employee shall be deemed to have abandoned employment when he remains absent for more than a week (7 calendar days) without any intimation to the employer. The employer in all such cases shall inform the employee at his address, as available in the company records of the company, consequent termination of employment and shall further reserve the issue of formal relieving letter.

10. Deductions

The Company may deduct from the Employee's salary and un-reimbursed expenses, any amount due to the Company by the Employee.

11. Health and Safety

The Employee shall take all reasonable steps to safeguard his own health and safety and that of any other person who may be affected by his actions at work.

The Company is a non-smoking organization and the Employee may not smoke in any of the Company's premises.

12. Company Benefits

All company provided benefits that are not specifically stated in this Agreement are discretionary and may be withdrawn at any time, with one-month notice.

13. Grievance Procedure

If the Employee is dissatisfied with any disciplinary decision or has a grievance about their employment, the employee may escalate the matter in accordance with the procedure set up by the company. This includes all such acts, instances and incidences as are stated in the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, (SHA in short) read with its Rules.

Charge or guilt as per the Act, proved to the Internal Committee, established in this respect by the company, as grave in nature, shall be deemed a Gross Misconduct. This entails the consequence of Clause 15 below without, in any case, prejudicing any penal action as per the SHA read with the Indian Penal Code. The Internal Committee shall afford a fair hearing to both the defendant and the complainant in the proceedings under SHA.

14. Disciplinary Procedure

1. The Company expects and will enforce reasonable standards of conduct and performance from its employees to ensure the maintenance of safe and effective operation of the business and fair treatment of individual employees. Depending on the frequency or seriousness of the misconduct, the Company may, at its discretion, begin the disciplinary procedure at any stage.
2. In cases of gross misconduct and gross incompetence the Company reserves the right to dismiss the Employee summarily. Pending a disciplinary matter being investigated the Company may suspend the Employee.
3. Minor breaches of Company discipline, misconduct, failure to meet performance standards, poor time keeping, etc., will result in a verbal warning given by the immediate manager or the HR Representative. A note of this warning will be kept on the employee personnel file and will be confirmed in writing.
4. It is expected that in most cases a verbal warning will quickly resolve most difficulties. Where there is a more serious case of misconduct or the Employee fails to improve and maintain that improvement with regard to conduct or job performance, a formal warning will be issued by the HR Department.
5. Summary Dismissals

In rare circumstances the Employee will be summarily dismissed if it is established, after investigation and hearing the Employee's version of the matter, that there has been an act of gross misconduct, major breach of duty or conduct that brings the Company into disrepute. In particular, this includes (but is not limited to):

1. Wilful disregard of a reasonable instruction
2. Insubordination
3. Serious breach of safety rules potentially involving loss of or injury to life of the employee or others
4. Theft or other misappropriation
5. Fraud or dishonesty
6. Being under the influence of alcohol or drugs during working hours
7. Flagrant failure to follow Company documentary procedures and regulations
8. Breach of duty regarding non-disclosure of confidential information, including salary details.
9. Deliberate damage to Company property or that of other employees
10. Disorderly or indecent conduct, fighting on Company premises or threatening physical violence
11. Acts of incitement or actual acts of discrimination on the grounds of gender, race, religion, region, colour, language or ethnic origin

In cases of summary dismissals all Employee benefits will cease immediately. The Employee may be suspended with pay-out of subsistence allowance in accordance with law, whilst the circumstances of any complaint are investigated.



The Employee may appeal to the Chief Executive Officer of the company in writing against any dismissal or suspension decision taken against him within three days of that action being taken provided the impugned decision is not with respect to SHA (as per clause 14 above).

15. Termination of Employment

The period of written notice required from you to the Company and from the Company to you, to terminate your employment shall be 3 months.

The Company may summarily terminate the Employee's employment without any prior notice so that the Employee shall have no claim for damages or otherwise against the Company in respect of such termination (but without the prejudice to any other remedy which the Company may have against the Employee) if the Employee shall:

1. become bankrupt, compound generally with his creditors or apply for an interim order under Indian laws governing bankruptcy; or
2. become a patient for the purposes of any statute relating to mental health; or
3. be convicted of any criminal offence (other than an offence under Road Traffic Legislation in India or elsewhere for which penalty other than imprisonment is imposed); or
4. commit any act of dishonesty; or
5. be guilty of any serious misconduct relating to or otherwise affecting the discharge of his duties; or
6. be guilty of any serious neglect in the discharge of his duties or not meet the required performance standards for the role or commit any willful or persistent breach of any of the provisions of this Agreement (other than by reason of his incapacity).
7. abandons employment as stated in clause 10 above

The Company may at its absolute discretion require the Employee not to attend work and/or not to undertake all or any of his duties hereunder during the unexpired period of the term of this Agreement (including for the avoidance of doubt, any notice period) provided that the Company shall continue to pay the Employee's salary and contractual benefit.

The Company at its discretion reserves the right to amend or withdraw any part of the clause so the Employee shall have no claim for the salary. If such a change is made, Employee will be notified within a reasonable timeframe.

On the termination of employment for whatever reason the employee must immediately surrender to the Company in accordance with its instructions all Company hardware, software, mobile phones, correspondence, records, specifications, models, notes, formulations, lists, papers, reports and other documents and all copies thereof and other property belonging to the Company or its Associated Companies or relating to their business affairs or dealings which are in the possession or under the control of the employee.

16. Intellectual Property

The Employee during the entire tenure of employment shall accrue no rights to the whole or part of any intellectual property rights created or acquired by the company either explicitly or implicitly through project life cycle. All such intellectual property rights shall be the absolute and sole property of Company.

Employee in accepting this employment by affixing his signature on the contract of employment or upon joining employment, whichever is earlier, declares that he shall have no claim, right, concern, privilege or interest of whatever nature, pecuniary or otherwise, in the intellectual property right stated as above during or after his employment with the company.

17. Restrictive Covenants

The Employee shall not undertake any other paid or unpaid engagements whilst in the employment of the company except those of a charitable nature during his personal time beyond office hours.

18. Indemnity and Refund

The Employee indemnifies the Company and keep it indemnified at all times, against all claims arising from accidents or incidents involving the Employee operating their personal motor vehicle, whether on Company or personal business. The Company strongly advises the Employee to contact their motor vehicle insurance provider for further advice about operating personal vehicles whilst on Company business.

The Employee undertakes to refund to the Company, without demur, all the costs of training provided by the Company during employment, including any formal / external training, on the termination of this contract of employment, whether by the Employee or the Company (for gross misconduct) within 12 months from the date of completion of the training stated hereinbefore subject to any specific policy / practice prevailing at that relevant time.

19. Confidential Information, Non-Compete and Non-Disclosure

The effective date of this agreement is the date of acceptance by the employee of when the employment offer is made by company, or the date at which confidential information was shared with the employee, whichever came first.

Confidential information for the purpose of this agreement is:

“All information including names of customers, prospects, project with customers and its value, processes relating to but not limited to, execution of projects, their management, software and other resources including people and technology, used or to be used in current or future projects and salary details of the employee.”

Employee shall use the Confidential Information only for the purpose of discharging the duties and responsibilities as entrusted to the employee during the course of employment with the company.

Employee's duty to protect Confidential Information expires 5 years from the date of its receipt from the company.

Employee shall protect the Confidential Information by using reasonable degree of care to prevent:

1. any use not authorized herein;
2. dissemination to any employee of the company without a need to know such Confidential Information to further the purpose described herein; and
3. communication to any third party or publication of the Confidential Information.

Employees of the company having a need to know are allowed to receive the Confidential Information provided they are bound by a non-disclosure agreement with the company no less restrictive than this agreement.

This clause imposes no obligation upon the Employee with respect to Confidential Information received hereunder which:

1. was already known to the Employee without a duty of confidentiality;
2. is or becomes publicly available;
3. is rightfully received by the Employee from a non-related party that does not have a non-disclosure agreement with the company.

Any information in any form disclosed under this agreement is so done “AS IS”.

20. Obligations After Employment

The Employee shall not directly or indirectly for the six months after the termination date, whether on his own account or as a director, employee, partner, consultant or otherwise, be engaged in any project with the existing clients of the Company, which is or shall be wholly or partly in competition with any of the projects that the Company is currently executing at the date of his employment and in which the Employee has been directly concerned or involved to any material extent.

Where the employment is determined at any time after 12 months from the date of employment, the obligation shall apply only to the projects in which the Employee was materially involved during the 12 months preceding the termination date or in relation to which the Employee at the termination date possesses Confidential Information.

At any time after the termination date, the Employee shall not directly or indirectly, whether on the Employee's own behalf or on behalf of another person induce or seek to induce by any means involving the disclosure or use of Confidential Information, any customer or supplier to cease dealing with the company or to restrict or vary the terms upon which it deals with the company; be held out or represented by the Employee or any other person, as being in any way connected with or interested in the company or disclose to any person, or make use of, any Confidential Information that causes material damage to the company.

The term "Company" includes its holding and subsidiary companies.

21. Return of Company Property

On the termination of your employment, you shall hand over to the Company all correspondence, documents, lists, disks and other papers (or other means of storing or recording information) and all other property belonging to the Company which may be in your possession or under your control, and you shall not without the written consent of the Company take any copies thereof.

22. Other Matters

1. Any delay or forbearance by the Company in exercising any right under this Agreement shall not constitute a waiver of such right.
2. The Company agrees to reimburse any travel or other expenses reasonably incurred by the Employee in carrying out the Company's business in accordance with its current business plan and procedures, provided that the Employee produces evidence of such expenditure to the Company.
3. The Employee agrees to notify the Company immediately of any gifts or hospitality that may be offered to the Employee by the Company's customers.
4. If this employment is terminated by either party and the Employee is offered re-employment by the Company or any other group company on terms which in all material respects are no less favourable than the terms of this employment, he shall have no claim against the Company in respect of such termination.
5. The Employee agrees that the Company may hold on computer all data, coming within its knowledge, about him.
6. If any provision of this employment agreement is held to be invalid, illegal or unenforceable the remainder of this agreement shall nevertheless remain in full force and effect in other circumstances.
7. This agreement cancels and is in substitution of all previous letters of engagement, agreements and arrangements whether oral or in writing relating to the subject matter hereof between the Company and the Employee, all of which shall be deemed to have been terminated by mutual consent.
8. The Company reserves the right to vary the terms and conditions of employment, subject to notification in writing.
9. Where the Employee has received a subsequent letter or revised offer after this agreement indicating different terms and conditions to the above, the letter is part of the agreement and in the event of a conflict the terms of the latest letter / offer shall prevail.
10. This Agreement shall be governed by and construed under the laws of India, without reference to conflicts of laws principles. With respect to any disputes arising out of this Agreement, each party consents to the personal and exclusive jurisdiction and venue of the India courts.

I confirm the above terms and conditions are an integral part of the employment offer of even date accepted unequivocally by me and have affixed my signature below in token thereof.

Deferred Incentive Plan (DIP) - Annexure 2

Introduction

As stated in your contract of employment, you will be part of Deferred Incentive Plan (DIP), subject to the DIP rules and guidelines.

Definition- Deferred Incentive plan is a plan in which a certain part of your CTC (as stated in your employment contract) accrues for a period of 12 months. The accrued amount will be paid out only after completion of 12 months of continuous service from the start date of the plan.

Eligibility

- The plan encompasses all eligible employees who are employed by Advanced India on or after October 1st, 2021.

How does it work?

Effective 1st of October 2021, all the employees of Advanced Business and Healthcare Solutions India Pvt Ltd will be enrolled to DIP. After successful completion of 12 months of continuous service from the start date of the plan, employee will be paid out the accrued amount.

The amount paid out in this plan is taxable. This plan is subject to change as per the business requirements.

New employees joining during the course of the year will be enrolled into the plan from the date of joining and will be eligible for prorated payment as per their joining date.

An Example:

Accrual from October 2021 to September 2022 will be due for payment on October 1st, 2022.

The table below illustrates the accrual and pay out:

2021-2022	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Total
Accrual	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	12000
Payout	1st October 2022												
Amount	12000												

Payment

All payments will be made through the official payroll and be subject to normal deductions.

Rules and Guidelines

- The % of salary to be used to calculate the DIP credit amount will be from the start date.
- The company will pro-rate the DIP for complete months worked if you have joined the company during the year, or from the expiry of any current DIP arrangements
- If there are disciplinary or formal performance processes or sanctions during the DIP plan year, we will review any payment on an individual basis and reserve the right to withhold the payment
- The Company reserves the right to amend or withdraw any part of this plan. If such a change is made, employees will be notified within a reasonable timeframe.
- Employees who do not survive maturity as a result of long term illness or death will have their accrued benefits paid to their nominated beneficiaries, after deduction of appropriate local taxes but at the discretion of the Board of Directors of the company.
- The decision of the Board on all matters of the plan shall be final and no employee shall claim as a right any amount under the plan as a precedent either for himself or others.
- Decision of the management board of Advanced-India shall be final and binding as resolution in case of any conflicts arising from the participation in this plan.



Dear Ronak,

Congratulations!! We, at AddWeb Solution Pvt. Ltd, wish to inform you that you have been selected to join us on 2nd February 2022 on Wednesday at 11:00 AM under Train and Hire Programme (6 months training)

Designation: Trainee Full Stack

Location: Jaipur

On the day of your joining please submit the xerox copies of the following documents so as to complete the joining formalities:

- 4 Passport size photographs
- Copy of highest degree certificate
- Identity proof
- Address proof
- Mediclaim

Terms and Conditions:

1. It should be clearly understood that your performance during the training period must be satisfactory in order for your employment to be continued with AddWeb Solution.
2. The offered training period can be extended if the management finds your performance not up to the mark and the required pace.
3. The Company can terminate you at any given time, on account of non-performance and/or any disciplinary action.
4. The confidentiality of the Company data must be maintained by you. You cannot use the Company information for your personal benefit during or after your work tenure.

Ahmedabad

405 - 704 Silicon Tower,
Opp. Law Garden, Ahmedabad - 380009

079-40058816 | www.addwebsolution.com

Jaipur

6B, Heera Path Shopping Center
New Sangarner Road, Mansarovar, Jaipur - 302020



NASSCOM
NASSCOM



By accepting this offer, you are bound to abide by the above terms and conditions. Company can take legal action against you if you violate any terms and conditions mentioned above.

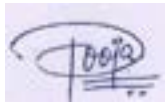
Office Address:

AddWeb Solution Pvt. Ltd.

705 , Silicon Tower,

Law Garden, Ahmedabad-380009

Wishing you a successful career...!!!



Thanks

Pooja Upadhyay | HR Manager

AddWeb Solution

📍 **Ahmedabad**

405 - 704 Silicon Tower,
Opp. Law Garden, Ahmedabad - 380009

📍 **Jaipur**

6B, Heera Path Shopping Center
New Sanganer Road, Mansarovar, Jaipur - 302020

📞 079-60058816 | 🌐 www.addwebsolution.com



NASSCOM
Member



29th September of 2021

Bangalore

Subject: Job Offer Letter at AeroLeads

Dear **Kshitij Dhama**,

In reference to your application, we would like to congratulate you on being selected for a **full-time job** as a **Software Development Engineer** with **AeroLeads** based in **Bangalore**. Your Job is scheduled to start effectively from **Monday, 4th of October 2021**. We can start with 20k for Oct, 20k for Nov and 25k for Dec, then 35k-40k for Jan-May based on your performance and then we can further increase the salary when you officially finish your graduation.

All of us at **AeroLeads** are excited that you will be joining our team!

As such, your work will include web development involving but not limited to Ruby on Rails, Javascript, PHP and various web frameworks and technologies. You will be improving our product and adding more features to make it an industry leader.

Further work details and technical details will be shared with you on or before the commencement of work.

Due to Covid-19 and the current logistics situation, this will be full-time work from the home Job. We will again review this in 6 months based on how things progress.

Again, congratulations and we look forward to working with you.

Yours sincerely,
for **AeroLeads**



Pushkar Gaikwad
CEO

Date: **January 21st, 2022**

Dear **Lakshita Bhardwaj**,

We would like to congratulate you on being selected for the internship of **Technical Analyst** with **Alls Web Technologies** effective from **24th January 2022**.

As we discussed during the interview process, this is paid academic internship (**as per performance**) during which you will have to be here from **10 AM to 6 PM** (excluding Sundays and other holidays.)

You will report to the respective head of the department. Your duties and responsibilities will be assigned by your respective head and the same also includes the jobs assigned by the management from time to time.

We need the following documents to complete the joining process: -

- Signed Copy of Offer Letter
- Copy of Degree/ Final Year/ Graduation Certificate/ Mark Sheet
- Aadhar Card
- PAN Card
- 3 Passport Size Photograph

Thanks

Human Resource Department
Alls Web Technologies



Dear Rashi Khandewal,

Congratulations!

We are pleased to offer you the position of **Software Engineer 1**, as we trust that your knowledge, skills and experience will be among our most valuable assets.

Attached is a copy of your offer letter for your reference. For any queries that you have, please feel free to contact me on the coordinates mentioned in my signature. Please confirm your **joining on August 10, 2022** by responding to this mail by **Friday, April 29, 2022**.

We will be in touch with you to provide more details with regard to your joining closer to your on-boarding date. Please plan your travel accordingly

Designation: **Software Engineer 1**

Level: **G7**

Location: **Amadeus Software Labs India Pvt. Ltd.,**

6th Floor, Etamin Block B3, Prestige Technology Park II,



23, Ganesh Nagar, Isckon Road,
Mansarovar, Jaipur, Raj-302020

Contract of engagement for Internship

This contract is entered into on date **10th Jan, 22** between the Anaayu Fashions LLP and Mr/Ms/Mrs **Aman Jain** s/d/w/o Pawan Kumar Jain, (the second party) hereinafter referred to as the "Intern" whose address is **Flat G-3 Krishna Kunj, Krishna Sarovar, Jaipur, Raj 302020**.

WHEREAS Anaayu Fashions LLP desires to engage the services of the individual Intern on the terms and conditions hereinafter set forth, and

WHEREAS the Intern is ready and willing to accept this contract with Anaayu Fashions LLP on the said terms and conditions.

NOW, THEREFORE, the parties hereby agree as follows:

1. Nature of services- The Intern shall perform the services as directed by Anaayu Fashions LLP in the areas of Software research, design, development, and related areas.
2. Engagement details- Interns will be selected for supporting thematic operations of activities of Anaayu Fashions LLP. The engagement of Intern will be for Three(3) months in general. Based on performance and requirement of the activities in Alpha AI, extension may be granted for another three (3) months at a time.
3. The Interns will undergo a monthly performance appraisal conducted by Anaayu Fashions LLP. This will decide whether to extend their contract, or not. The Key Performance Indicators for this appraisal will be derived from the specific output as mentioned in task SOW. A team of Anaayu Fashions LLP will conduct the performance appraisal of Interns. If the performance of any Intern is found unsatisfactory, the appraisal team may recommend discontinuation of her / his contract.
4. Duration-This individual contract shall commence on date **10 Jan 2022** and shall expire upon satisfactory completion of the services as assigned to the Intern but not later than **10 April 2022**. However, the contract can be terminated prior to that in terms of clause 18 of this contract.
5. Scope of Work (SOW) – Interns will be engaged for supporting various projects carried out by Anaayu Fashions LLP. They will work individually or as a team to deliver project modules as per the guidelines depending on Anaayu Fashions LLP's specific needs. Interns will be assigned project for specific period of time and will be responsible for delivering the same with

closing note on email to mark completion. Same will be taken in to account to release their payouts.

6. All Interns will be detailed about their specific responsibilities after they report to the Ad
7. A review system will be put in place for assessing progress and performance of Interns.
 1. The Intern shall serve the office of Anaayu Fashions LLP for the period mentioned in clause 4 of this agreement and this agreement shall stand terminated by efflux of time on the stipulated date unless extended.
8. Designation- That Mr./Ms. **Aman Jain** will be deployed to the office of Anaayu Fashions LLP and shall be designated as Intern.
9. The Intern undertakes and warrants to perform his/ her duties as assigned to him/ her by the Anaayu Fashions LLP with due diligence and sincerity in utmost truthful manner and to the best of his/ her intelligence, skill and ability. He/She shall at all time abide by the decision/ direction of the officer with whom he/she is attached for the purpose and shall be obligated to maintain cordial relations with the stakeholders of such officer to whom he/ she is deployed.
10. The Intern having accepted the terms of service as contractual to serve at designated office/ premises as instructed/ notified by the party of the first part as required from time to time, hereby accepts and warrants that he/ she shall not be eligible for his/ her candidature to a similar work profile of Professional or any other designation involving similar terms of specification as advertised by party of the first part on behalf of its various Anaayu Fashions LLPs/ projects for a period of one year from the date of joining the service under terms of this agreement.
11. Payment- A consolidated remuneration of ₹5,000 per month inclusive of all applicable taxes shall be paid to the Intern and is eligible to be subject to satisfactory services delivered within that period or before. If travel is requested by Anaayu Fashions LLP and upon prior written permission, such travel shall be at Anaayu Fashions LLP's expense and the Intern shall receive a TA/DA by Anaayu Fashions LLP as per clause 13 of this agreement.
 1. The payment of taxes including the income tax will be the sole responsibility of Mr./Ms. **Aman Jain** himself /herself. However, tax deduction at source will be effected against the payable remuneration at applicable rates as per the prevailing laws, rules and regulations.
12. The Intern will be working remotely from their locations.
13. The Intern agrees that all services will be rendered by him/her on Principal to Principal basis and that this agreement does not create an employer- employee relationship between the Intern and the Anaayu Fashions LLP. The Intern shall have no right to receive any employee benefits including, but not limited to health, accident insurance and life insurance from the Anaayu Fashions LLP and Intern agrees to pay all taxes due in respect of his/ her engagement and to

indemnify the Anaayu Fashions LLP in the event the Anaayu Fashions LLP is required to pay any such taxes on behalf of Intern.

14. Job Rotation – Depending on the requirements of Anaayu Fashions LLP and candidate's personal skills,(s)he can be rotated to different divisions within Anaayu Fashions LLP's organization.

15. Conduct rules and discipline-

- A. NDA (Non – Disclosure Agreement) : The Intern herein signs this agreement also as an NDA that no critical information pertaining to the intellectual property, working, systems, development and management of the Anaayu Fashions LLP organization shall be disclosed at any point during and after the period of employment that serves to damage the reputation of Anaayu Fashions LLP.
- B. (S)he would not undertake any media / public dissemination of information adverse in nature to Anaayu Fashions LLP.
- C. That Intern undertakes and warrants maintaining strict confidentiality of whole of the "Data/Database/ Document(s)/ Concepts /Ideas/ and/or Information" (hereinafter referred to as "information") he/ she has access to/ dealing with/ knowledge of by virtue of his/ her attending the Anaayu Fashions LLP / discharging such duties on behalf of the Anaayu Fashions LLP.
- D. Since information in itself is not tangible by nature, the relationship of trust with respect to the information under entrustment to the Intern at any point during the course of his engagement, shall continue even after the Intern leaves the employment of the Company and after returning or delivering the tangible medium containing information.
- E. Except as required by Intern's duties, Intern shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate, or otherwise disclose any information of Anaayu Fashions LLP as referred to in sub clause "c" above herein above to any third party without prior consent of the Anaayu Fashions LLP. The consent may be denied in each instance. All such information together with publication rights, shall belong exclusively to the Anaayu Fashions LLP. Intern shall be held liable for misusing confidential information or using the same for any personal use or use, other than strictly for performing duties in the course of assigned responsibilities with the Anaayu Fashions LLP.
- F. Intern undertakes and warrants not to do or indulge in any act of commission or omission which is in breach of trust or contract, including but not limited to sale, transfer, dispatch, giving access to any person, remove, move, copy, disclose, take back-ups or use the said information, other than in the manner as specifically authorised by the Anaayu Fashions LLP.
- G. The Intern warrants ensuring that there will be no infringement of any patent or design rights or any other intellectual property rights while being engaged for Anaayu Fashions LLP's work and (s)he shall be fully responsible for the consequence/ any actions due to any such infringement.

- H. Intern shall keep Anaayu Fashions LLP indemnified at all times and shall bear the losses suffered by Anaayu Fashions LLP due to default or infidelity or mala fide action attributable to him/ her during provision of services under this agreement.
- I. Business etiquette, professional behaviour, mutual respect and punctuality is required to be followed to maintain the decorum and culture of Anaayu Fashions LLP.

16. EARLY TERMINATION OF THE CONTRACT

- J. (a) Either party may terminate this agreement by serving a notice of 7 days.
- K. (b) If the Intern voluntarily ceases to perform his/ her duties, becomes physically or mentally unable to perform his/ her duties, or is terminated for other cause, then, in each instance, the consolidated remuneration shall cease and terminate as on such date. Any termination "for other cause" shall be made in good faith by the competent authority of the Company based on the Anaayu Fashions LLP "s advice.
- L. (c) Based on the Anaayu Fashions LLP "s advice, Anaayu Fashions LLP may terminate this agreement at any time, if it finds that the services rendered by the Intern is unsatisfactory or if there is any breach of the terms of the agreement. The decision of Anaayu Fashions LLP as to whether the services rendered by Intern in terms of this agreement are satisfactory or whether there has been any breach of the terms of the agreement shall be final and binding on the Intern and the same shall not be subject to challenge.
- M. (d) Upon termination under Clause 18(a), 18(b) or 18(c), neither party shall have any further obligations under this agreement. Upon termination and, in any case, upon the Anaayu Fashions LLP "s request, the Intern shall return immediately to the Anaayu Fashions LLP and/ or its stakeholder to whom the Intern is deputed (as the case may be), all confidential information including copies thereof material and equipment entrusted to him/ her and/or held under his/ her charge or possession.

17. Rights and Obligations of the Intern:

The rights and obligations of the Interns are strictly limited to the terms and conditions of this contract. Accordingly, the Interns shall not be entitled to any benefit, payment, subsidy compensation or entitlement, except as expressly provided in the contract. The Interns shall be solely liable for claims by third parties arising from the Interns own acts or omissions in the course of performing this contract, and under no circumstances shall Anaayu Fashions LLP be held for such claims by third parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

By signing below, I, the Intern, acknowledge and agree that I have read and accept the terms of the contract.

The Intern has submitted a statement of good health and all the required documents as communicated.

AUTHORIZING OFFICER
Anaayu Fashions LLP

Intern
(Please Sign)

Name: Aayush Jain
Date : 10 Jan 2022
Place: Jaipur, India

Name
Date
Place.....

Offer Letter

To: Aakansha Marwah

Sub: Offer Letter

Offer Date: 23rd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00825

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC). Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Aakansha Marwah

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

GRADE B - Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Aakansha Marwah

Salary Annexure I

Employee Code	Appcino#/00825	
Employee Name	Aakansha Marwah	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigeer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Aakansha Marwah

Offer Letter

To: Abhay Gautam

Sub: Offer Letter

Offer Date: 23rd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00827

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC). Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

- a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
- Offer of Employment.
 - Term of Employment.
 - Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Abhay Gautam

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Abhay Gautam

Salary Annexure I

Employee Code	Appcino#/00827		
Employee Name	Abhay Gautam		
Legal Entity	Appcino Technologies pvt Ltd		
Department	Technology		
Designation	Software Trainee Enigeer		
Location	Jaipur		
Total CTC (Annual) (A+B)	INR	450,000.00	
Fixed Compensation(Annual) (A)	INR	450,000.00	
Bonus (Annual)(B)	INR	-	
Fixed Compensation Bifurcation			
Particular	Monthly (Amount)		Yearly (Amount)
Basic	INR	18,750.00	INR 225,000.00
HRA	INR	14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR	32,998.13	INR 395,977.50
EPF (Employee)	INR	1,800.00	INR 21,600.00
EPF (Employer)	INR	1,800.00	INR 21,600.00
Gratuity	INR	901.88	INR 10,822.50
Total Fixed Compensation	INR	37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)			
Fixed Compensation(Annual) (A)	INR	450,000.00	
Bonus (Annual)(B)	INR	-	
Total CTC (Annual) (A+B)	INR	450,000.00	

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Abhay Gautam

Offer Letter

To: Ananya Sharma

Sub: Offer Letter

Offer Date: 22nd March 2022.

Joining Date: 28th March 2022

Reference: APPCINO/ #00994

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be **INR 3,00,000 LPA** (PF & Gratuity are part of CTC).
2. You agree to serve the company for at least two years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as a fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of the probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform a background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.
11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence,

specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

- a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
- Offer of Employment.
 - Term of Employment.
 - Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part-time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Ananya Sharma

Shivani Gupta
Sr. Manager-HR Talent Acquisition

Increment Details (for 2 years Agreement inclusive of PF & Gratuity)

Annual Salary (CTC) on DOJ (Year 1)	Increment %	Annual Salary on Joining	INR 3,00,000 (1 st Year)
Increment after 1 year	17%	Annual Salary after 12 Months	INR 3,50,000 (2 nd year)
Increment after 2 Years	86%	Annual Salary after 24 Months	INR 6,50,000 (3 rd Year)
Increment after 3 year	39%	Annual Salary after 36 Months	INR 9,00,000 (4 th Year)

Notes:

Salary on Date of Joining: INR 3,00,000/Year (Inclusive of PF)

1st Increment after 1 Year – 17% - Salary after 1 year: INR 3,50,000/Year (Inclusive of PF)

2nd Increment After 2 years 86% - Salary after 2 years: INR 6,50,000/year (Inclusive of PF)

3rd Increment after 3 years 39% - Salary after 2 years: INR 9,00,000/year (Inclusive of PF)

Increment Details (for 2 years Agreement inclusive of PF & Gratuity)

Annual Salary (CTC) on DOJ (Year 1)	Increment %	Annual Salary on Joining	INR 2,50,000 (1 st Year)
Increment after 1 year	10%	Annual Salary after 12 Months	INR 3,00,000 (2 nd year)
Increment after 2 Years	40%	Annual Salary after 24 Months	INR 4,00,000 (3 rd Year)
Increment after 3 year	30%	Annual Salary after 36 Months	INR 8,00,000 (4 th Year)

Notes:

Salary on Date of Joining: INR 2,50,000/Year (Inclusive of PF)

1st Increment after 1 Year – 17% - Salary after 1 year: INR 2,64,000/Year (Inclusive of PF)

2nd Increment After 2 years 40% - Salary after 2 years: INR 3,69,000/year (Inclusive of PF)

3rd Increment after 3 years 30% - Salary after 2 years: INR 6,00,000/year (Inclusive of PF)

Appcino Technologies Pvt. Ltd.



Shivani Gupta

Ananya Sharma

Salary Annexure I

Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Engineer	
Location	Jaipur Office	
Total CTC (Annual) (A+B)	INR	3,00,000.00
Fixed Compensation(Annual) (A)	INR	3,00,000.00
Bonus (Annual)(B)	INR	-
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 12,500.00	INR 1,50,000.00
HRA	INR 8,898.75	INR 1,06,785.00
Total (Basic + HRA+Other Allowance)	INR 21,398.75	INR 2,56,785.00
EPF (Employee)	INR 1,500.00	INR 18,000.00
EPF (Employer)	INR 1,500.00	INR 18,000.00
Gratuity	INR 601.25	INR 7,215.00
Total Fixed Compensation	INR 25,000.00	INR 3,00,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	3,00,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	3,00,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5yrs

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Sr.HR Manager (TA)

Ananya Sharma

Offer Letter

To: Anirudh Sharma

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00816

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 5,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:



- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):

Anirudh Sharma

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 5,50,000/ year
2nd Year Pay	Annual Salary	INR 6,00,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Anirudh Sharma

Salary Annexure I

Employee Code	Appcino#/00816	
Employee Name	Anirudh Sharma	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	550,000.00
Fixed Compensation(Annual) (A)	INR	550,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 22,916.67	INR 275,000.00
HRA	INR 18,214.38	INR 218,572.50
Total (Basic + HRA+Other Allowance)	INR 41,131.04	INR 493,572.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 1,102.29	INR 13,227.50
Total Fixed Compensation	INR 45,833.33	INR 550,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	550,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	550,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Anirudh Sharma

Offer Letter

To: Bhavya Sharma

Sub: Offer Letter

Offer Date: 18th November 2021

Joining Date: 1st December 2021

Reference: APPCINO/ #00878

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).
3. You agree to serve the company for at-least two years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Bhavya Sharma

Shivani Gupta
Snr HR Manager- Talent Acquisition

Offer Letter

To: Kashmi Jangid

Sub: Offer Letter

Offer Date: 29th November 2021

Joining Date: 1st December 2021

Reference: APPCINO/ #00880

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to INR 4,50,000(PF & Gratuity are part of CTC).
3. You agree to serve the company for at-least two years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Shivani Gupta
Snr HR Manager- Talent Acquisition

Kashmi Jangid

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Snr.Manager-HR (TA)

Kashmi Jangid

Salary Annexure I

Employee Code	Appcino#/00880		
Employee Name	Kashmi Jangid		
Legal Entity	Appcino Technologies pvt Ltd		
Department	Technology		
Designation	Software Trainee Enigneer		
Location	Jaipur		
Total CTC (Annual) (A+B)	INR		4,50,000.00
Fixed Compensation(Annual) (A)	INR		4,50,000.00
Bonus (Annual)(B)	INR		-
Fixed Compensation Bifurcation			
Particular	Monthly (Amount)		Yearly (Amount)
Basic	INR	18,750.00	INR 2,25,000.00
HRA	INR	14,248.13	INR 1,70,977.50
Total (Basic + HRA+Other Allowance)	INR	32,998.13	INR 3,95,977.50
EPF (Employee)	INR	1,800.00	INR 21,600.00
EPF (Employer)	INR	1,800.00	INR 21,600.00
Gratuity	INR	901.88	INR 10,822.50
Total Fixed Compensation	INR	37,500.00	INR 4,50,000.00
Total Annual CTC Bifurcation (A+B)			
Fixed Compensation(Annual) (A)	INR		4,50,000.00
Bonus (Annual)(B)	INR		-
Total CTC (Annual) (A+B)	INR		4,50,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
 Snr. Manager-HR (TA)

Kashmi Jangid

Offer Letter

To: Mohit Nama

Sub: Offer Letter

Offer Date: 18th January 2022

Joining Date: 1st February 2022

Reference: APPCINO/ #00921

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and your CTC for first year will be **INR. 3,50,000/- Annually** (Provident fund and Gratuity deduction will be inclusive of CTC).
2. Your salary will be revised to CTC **INR. 4,00,000/-** for next 1 Year (Provident fund and Gratuity deduction will be inclusive of CTC), after the completion of a duration of 2 years from the date of joining, package will be revised to CTC **INR. 8,00,000/-** for next 12 months. (Provident fund and Gratuity deduction will be inclusive of CTC).
3. Your first increment discussion will be after 36 months from the date of joining based on yours and company's performance
4. You agree to serve the company for at-least three year from your date of joining. In case you leave the employment in less than 3 years you also agree to refund the following:
 - a. Training fees of **INR 3,00,000**
 - b. Amount Company has paid as fee to the recruitment consultant (if any),
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice either by you.

9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.
11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.
12. General Provisions:
 - a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
 - i. Offer of Employment.
 - ii. Term of Employment.
 - iii. Employee Confidentiality, Invention Assignment and Non-Compete Agreement. The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract.
 - b. Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment.
 - c. Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect.
 - d. Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- b. Representative Warranties:
 - i. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.

- ii. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- iii. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- iv. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- An act of fraud or dishonesty in the course of your employment with the Company
- Conviction of (or plea of no contest with respect to) a crime constituting a felony
- An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- Your material breach of any written policy applicable to your employment with the Company.
- Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

APPCINO:

Employee (You):

Jyoti Chandak

HR – Talent Acquisition

Offer Letter

To: Mohit Singh

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00810

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Mohit Singh

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Mohit Singh

Salary Annexure I

Employee Code	Appcino#/00810	
Employee Name	Mohit Singh	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Mohit Singh

Offer Letter

To: Nilanshu Moolwani

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00818

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Nilanshu Moolwani

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Nilanshu Moolwani

Salary Annexure I

Employee Code	Appcino#/00818	
Employee Name	Nilanshu Moolwani	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Nilanshu Moolwani

Annexure A

Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement

This Non-Disclosure Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") is effective as of **29th October 2021**.

BY AND BETWEEN:

Appcino Technologies Pvt. Ltd., an Employer registered office at **4th Floor, Patrikayan, E-5, Jhalana Institutional Area, Jaipur, Rajasthan, India – 302017**, hereinafter referred to as **"Employer"**, (which shall be deemed to mean and include its successors and assigns); and

Name: Pallav Jain

Address:

Jaipur Rajasthan

Hereinafter referred to as "I" or "me" or "my" (as the context may require), (which shall be deemed to mean and include my heirs, legal representatives, executors and administrators).

1. GENERAL

We are working together to build a world-class organization. It is hence important that the atmosphere and environment we create together enhances the potential and capability of each one of us. These service conditions aim to build a strong professional work environment based on the strong foundations of integrity and ethics.

I understand that I shall at all times maintain absolute integrity and devotion to duty. If I hold a senior or managerial position, I shall take all possible steps to ensure the integrity and devotion to duty of all personnel within my control and authority. I understand that I shall not act in a manner that is prejudicial to the interests of, or that brings disrepute to, the Employer or its Connected Entities (as defined in Section 3 below). At all times, I shall be bound by and shall comply with the Code of Ethics and Professional Conduct of the Employer.

2. STATEMENT OF FACTS – VISIBLE PRACTICE OF INTEGRITY

I understand that the Employer's offer to employ me is made based on, among other things, the proficiency of professional skills that I have declared to possess as per my resume.

I shall not at any point in time furnish false information regarding personal details such as name, age, contact address or professional information, including, but not limited to, qualifications, ability, previous service, or any other matter germane to my employment with the Employer, at the time of employment or during the course of employment. The employer has right to confirm the

information provided by me at any time and from any source. In the event that, at a later date, any of my statements/particulars are found to be false or misleading, the Employer shall have the right to terminate my services forthwith.

I understand that I am expected to follow the letter and spirit of all applicable taxation laws, rules and regulations and uphold the values of honesty and integrity in all of my actions. In the course of doing so, I shall claim only actual expenses and ensure compliance with the applicable tax laws in letter and spirit.

Any enhancement of compensation and benefits will be based on my performance and would be at the discretion of the Employer. In case my performance falls short of minimum standards set by the Employer, the Employer shall have the right to terminate my employment forthwith.

3. CONFIDENTIALITY

I understand that, by virtue of my employment, I will acquire and be exposed to, have access to, make use of, create and/or add to Proprietary Information and Personally Identifiable Information (“PII”, as hereinafter defined). “Proprietary Information” includes all ideas, information, and materials, tangible or intangible, not generally known to the public, relating in any manner to the business of the Employer or a Connected Entity (as hereinafter defined), its personnel (including partners, principals, members, officers or employees), clients and prospective clients, vendors, suppliers, independent contractors, subcontractors, agents or others with whom the Employer or a Connected Entity does business that I learn or acquire during the period of my employment with the Employer.

Proprietary Information therefore includes, but is not limited to, manuals, documents, research notes, drafts, software, source code, methodologies, business processes, inventions, compilations of technical data, databases, client or prospective client lists, information relating to the development or maintenance of client relationships and good will, names of suppliers, specifications, designs, business or marketing plans, forecasts, financial information, personnel information or lists, work in progress, and other technical or business information, whether prepared by me or others for the Employer or a Connected Entity, or received by me or others for the Employer or a Connected Entity. Proprietary Information does not include basic programming or accounting know-how that is generally known and used within the software industry or accounting profession.

“PII” means information relating to an identified or identifiable natural person, excluding business contact information, that I acquire, am exposed to, have access to, or make use of in connection with my employment with the Employer, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, by reference to an identification number or factors specific to his or her physical, physiological, mental, economic, cultural or social identity. Examples of PII include, but are not limited to, the following: account number (bank account, credit card, etc.), address, biometric identifier, license or identification number, date of birth, government identifiers (such as social security numbers), name,

personnel number, photograph or video identifiable to an individual, vehicle identifier or serial number, and may also include other information related to an individual that may directly or indirectly identify the individual (e.g. salary, performance rating, purchase history, call history, etc.).

“Connected Entity” as used in this Agreement shall mean Appcino Technologies Pvt. Ltd. and any corporation, partnership, limited liability Employer or other entity

(a) That (i) is owned, directly or indirectly, in whole or in part, by the Employer, Appcino Technologies Pvt. Ltd. or its subsidiaries or any member firm of Appcino Technologies or

(ii) controls, is controlled by or is under common control with a Appcino Entity; or

(b) in which any partner, principal, member, officer, employee or other personnel of a Appcino Entity participated on behalf of, or carried out any duties with respect to the affairs of a Appcino Entity. For purposes of this Agreement, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise.

I agree to hold in trust and confidence all Proprietary Information and Personally Identifiable Information during and after the period of my employment with the Employer. I will not disclose any Proprietary Information and Personally Identifiable Information to anyone outside the Employer or a Connected Entity

without the prior written approval of an Authorized Representative of the Employer, or use any Proprietary Information or Personally Identifiable Information for any purpose other than for the benefit of the Employer or a Connected Entity as required by my authorized duties for the Employer. Upon termination of my employment with the Employer

(a) I will not use or disclose Proprietary Information or Personally Identifiable Information, whether in documentary or digital form or committed to memory or in any other form, for any purpose;

(b) I will not retain or take with me any Proprietary Information or Personally Identifiable Information in a tangible form; and

(c) I will immediately deliver to the Employer any Proprietary Information and Personally Identifiable Information in a tangible form that I may then or thereafter hold or control. “Tangible” form includes written or graphic form, on a computer disc, USB drive or other medium, on a website, or otherwise stored in or available through electronic or other form.

I agree to keep any confidential information or manuals relating to the Employer’s compensation and benefits schemes that may become known to me as an employee of the Employer. I agree to maintain the utmost secrecy with regard to my compensation and benefits package and treat it as a highly individual and confidential matter, not to be discussed with any colleague, other than my

manager. I also agree to maintain the utmost secrecy with regard to the compensation and benefits package of any other employee of the Employer or any Connected Entity that becomes known to me during employment and I shall not discuss it with any colleague, except on a need-to-know basis.

I agree that during the term of my employment with the Employer, I shall not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and that I will not bring into any of the premises maintained by the Employer or a Connected Entity, or otherwise provide to the Employer or a Connected Entity, any unpublished document or proprietary information belonging to any such employer, person or entity without the prior written authorization of such employer, person or entity. If I receive such an authorization, I will send a copy to the Authorized Signatory.

4. EXTERNAL COMMUNICATIONS

I agree that I shall not, either directly or indirectly, during or after my employment, communicate to any public papers, journals, pamphlets or leaflets, or cause to be disclosed at any time, either verbally or in writing, any information or documents, official or otherwise, relating to the Employer or a Connected Entity, including, without limitation, any Proprietary Information or Personally Identifiable Information, except with the prior written approval of management of the Employer.

5. INTELLECTUAL PROPERTY RIGHTS

I hereby agree that, except with respect to Personal Works (defined below), the Employer or a Connected Entity owns all rights, title, and interest in and to all work performed, and all materials, creations, designs, technology, discoveries, inventions, ideas, information, and other tangible or intangible matter (whether or not patentable or copyrightable), conceived, developed or created by me, alone or with others, during the period of my employment with the Employer, including, but not limited to, all related copyright, trade secret, patent, trademark, and other intellectual property rights (the “**Creations**”). To the maximum extent permitted by applicable law, the Creations shall be deemed works made for hire under India copyright or applicable laws or any equivalent laws of applicable foreign jurisdictions, and all rights, title, and interest in and to the Creations shall vest automatically in the Employer or a Connected Entity, as determined by the Employer.

I hereby assign and irrevocably agree to assign all right, title, and interest including, but not limited to, patent, copyright, trade secret, trademark, and other proprietary rights, in and to such Creations to the Employer or a Connected Entity, as determined by the Employer (as to copyright, to the extent such Creations are held not to be works made for hire under applicable law). The Employer or a Connected Entity, as determined by the Employer, will have the sole right, in its own name, to obtain, hold, register, and otherwise perfect, protect and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, any renewals or extensions thereof. I will (a) promptly notify the Employer in writing of any Creations, and deliver to the Employer the tangible form of all Creations (including any copies); and (b) provide the Employer and any person designated by the Employer or a Connected Entity, at the expense of

the Employer or a Connected Entity, any assistance and cooperation requested by the Employer or a Connected Entity to obtain, hold, register, and otherwise perfect, protect, and enforce (including bringing actions for past or future infringement of) all rights relating to the Creations, including, but not limited to, executing written instruments and serving as a witness. If, in breach of my obligations under this Agreement, I use any Creations or Proprietary Information in conceiving, developing or creating any materials, creations, designs, technology, discoveries, inventions, ideas, information or other tangible or intangible matter after termination of my employment with the Employer, I acknowledge and agree that such tangible or intangible matter constitutes, at the sole discretion of the Employer or a Connected Entity, Creations subject to the assignment requirement, and the other terms and conditions, of this Agreement.

Only a Creation that meets all of the following criteria would be considered a personal work ("Personal Work"):

- (a) it is conceived, developed, and created by me on my own time without using the equipment, supplies or facilities of the Employer or a Connected Entity or any Proprietary Information or other Creations,
- (b) it is unrelated to the actual or reasonably anticipated business or research and development of the Employer or a Connected Entity of which I am or become aware, and
- (c) it does not result from any work performed by me for the Employer or a Connected Entity. The obligations noted above in paragraph 5 do not apply to Personal Works. I will not provide Employer or a Connected Entity with any Personal Works without prior written authorization of the Employer.

Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "**moral rights**" (collectively "**Moral Rights**"). If, despite the above, I am deemed under applicable law to retain any rights including without limitation any Moral Rights, I hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, I grant, and agree to grant, to the Employer or its designees the exclusive, perpetual, irrevocable, worldwide and royalty-free license to use, modify and market such rights, without identifying me or seeking my consent. I agree that my obligation to render any cooperation for the foregoing shall continue even after termination of my relationship with the Employer.

Upon demand by the Employer, I shall immediately deliver /hand over all information/ material relating to the Creations in my possession, in a tangible form and to the satisfaction of the Employer or Connected Entities.

6. CONFLICT OF INTEREST

Any position with the Employer calls for whole time employment and I agree to devote myself exclusively to the business of the Employer.

During my period of employment, I will not, directly or indirectly, participate in or in any way render services or assistance to any business, whether or not for compensation, or engage in any conduct which might result in, or create the appearance of using my position for private gain or other than for the benefit of the Employer or a Connected Entity, or otherwise create a conflict, or the appearance of a conflict, of interest with the Employer or a Connected Entity. Such conduct shall include, but not be limited to, having an undisclosed financial interest in any vendor or supplier of the Employer or a Connected Entity, accepting payments of any kind or gifts other than of a nominal value from vendors, clients or suppliers, or having any outside employment, having an undisclosed relationship with a family member or other individual who is employed or associated with any entity in active or potential competition with the Employer or Connected Entity, and which creates a conflict of interest. I represent and warrant that I am not currently aware of any present or past violation of this provision.

7. FUTURE EMPLOYMENT WITH CLIENT

Section 7, Future Employment with Client, is only applicable to positions at manager level and above.

Except as otherwise provided herein, I understand that I am not prohibited from accepting employment with a client (or an affiliate of such client) of the Employer or a Connected Entity. Before entering into substantive discussions with an attest client (or an affiliate of such client) of Appcino Technologies Pvt. Ltd., or a Connected Entity regarding any employment opportunity with such client or affiliate, I acknowledge and agree that during the period of my employment with the Employer and for three years thereafter I must first notify National Office of Appcino Technologies Pvt. Ltd., or the applicable Assurance Professional Practice Director of Appcino Technologies Pvt. Ltd. and obtain prior written approval from National Office or such Assurance Professional Practice Director. I acknowledge and understand that it is the intent of the Employer to interpret and apply this provision

(a) to ensure the full compliance of the Employer and the Connected Entities with Indian laws, rules and regulations;

(b) to serve the public interest; and

(c) to protect the legitimate interests of the Employer and the Connected Entities or their respective clients (and affiliates of such clients) in a manner that is no greater than is reasonably necessary to protect such interests and without being unduly harsh and oppressive to me and my interests in future employment with a client (or an affiliate of such client) of the Employer or any Connected Entity. Further, I acknowledge and agree that because of, among other things, the importance of the

Employer and the Connected Entities remaining in compliance with applicable Appcino rules, such approval may be granted or withheld by the National Office or such Assurance Professional Practice Director in the event that my employment with an attest client (or an affiliate of such client) would, in the view of Appcino Technologies Pvt. Ltd., be inconsistent with Indian laws, rules or regulations or jeopardize the independence of the Employer or any Connected Entity with respect to such attest client (or an affiliate of such client).

8. NON-SOLICITATION

The following non-solicitation provisions are designed to protect the investment of the Employer and all Connected Entities in their clients and employees, valid business needs in today's competitive marketplace. Nevertheless, this Agreement is not intended to limit an employee's ability to pursue a professional career upon leaving the Employer.

a. Non-Solicitation of Clients. I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or serving of certain clients related to my work for the Employer or a Connected Entity would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a Connected Entity, and, in the case of my serving of certain clients, could compromise the full compliance of the Employer or any Connected Entities with the laws, rules and regulations of the India, or Appcino-related requirements of a government regulatory body. Accordingly, during the period of my employment with the Employer and for three years thereafter, I will not, directly or indirectly, solicit or provide services to any client of the Employer or a Connected Entity to which I provided (or participated in a proposal to provide) services during the two-year period prior to termination of my employment with the Employer. In this regard, I acknowledge and agree that the market for the kinds of services I rendered or will render as part of my work for the Employer or a Connected Entity reaches throughout, and in certain instances beyond, India and that the Proprietary Information which has been and will be provided to me relates to similar kinds of services rendered by the Employer or a Connected Entity throughout, and in certain instances beyond, India and therefore the geographic scope of this Agreement is reasonable and is designed to protect the Employer's or a Connected Entity's legitimate business interests in the preservation of Proprietary Information.

b. Non-Solicitation of Personnel. I acknowledge that, because of the nature of my work for the Employer or a Connected Entity, my solicitation or hiring of any partner, principal, member, officer or employee of or any contractor to the Employer or a Connected Entity, or my participation in their hiring, admission or retention, as the case may be, would necessarily involve the unauthorized use or disclosure of Proprietary Information of the Employer or a Connected Entity, and the proprietary relationships and goodwill of the Employer or a Connected Entity. Accordingly, during the period of my employment with the

Employer and for one year thereafter, I will not, directly or indirectly, (a) solicit or attempt to solicit, or participate in the solicitation of or any attempt to solicit any partner, principal, member, officer or employee of the Employer or a Connected Entity to leave the Employer or a Connected Entity, or to join any firm or business with which I may be or become affiliated, or (b) participate in the hiring or admission of any partner, principal, member, officer or employee of the Employer or a Connected Entity, or (c) cause a contractor of the Employer or a Connected Entity to cease providing services to, with, or on behalf of the Employer or such Connected Entity.

9. AUTHORIZATION

Only employees of the Employer holding a senior or managerial position with the Employer will be authorized by a specific power of attorney to sign legal documents, representing the Employer. Similarly, only such authorized employees of the Employer may speak about the Employer, the business and plans, various client-related projects etc.

10. SECURITY

Security of Proprietary Information, Personally Identifiable Information and other data (refer to Annexure B* on Information Security Policy) are important aspects of our business and a basic expectation of our clients. In recognition of this responsibility towards our clients and business, I always agree to adhere to the following conditions:

Proprietary Information or Personally Identifiable Information is available to me on a need-to-know basis for specified groups based on my roles and responsibilities. The network file server access is permitted on an as-required basis only. Access to these is authorized through access privileges approved by designated personnel of the Employer or a Connected Entity.

Internet access is available to me for completing my work responsibilities and browsing sites of professional interest. I understand that I am expected to adhere to Employer requirements related to downloading of copyright information, security of the Employer network and office decorum.

The communication security may be maintained by controlling physical access to computer systems, disabling all workstation CD or floppy disk drives, and Employer-wide communications to heighten awareness of the need for protection of intellectual property and sensitive customer information.

Access to the network, development environment and E-mail Server of the Employer or a Connected Entity is through an individual's password. In the interest of security, I agree to utilize this facility and maintain confidentiality of the same.

In the interest of security, I shall not install, download, copy or duplicate any unauthorized or unlicensed software, programs, games, attachments on any computer system of the Employer or a Connected Entity.

I am expected to be responsible for the security of official documents/ manuals and such material that may come to me during various assignments.

I am provided with a worktable and lockable storage space. I will ensure they are locked when unattended and understand that a duplicate key will only be provided if I sign for it.

I am always required to display my identity card to the security personnel of the Employer or a Connected Entity on demand and within the office premises. Any equipment taken out of the office premises will require a gate pass duly authorized by the designated personnel of the Employer or a Connected Entity.

* The Information Security Policy will be provided for your review and acceptance on or before the day of your joining the Employer.

11. USE OF EMPLOYER OR CONNECTED ENTITIES RESOURCES AND RETURN OF PROPERTY

I understand that I shall be responsible for the safekeeping and good condition and order of all the property of the Employer or a Connected Entity that is entrusted to my care and charge. I may use the resources of the Employer or a Connected Entity only for official purposes.

Unless otherwise agreed by the Employer in writing, upon termination of my employment for any reason, in addition to the return of Proprietary Information and Personally Identifiable Information as set forth in Paragraph 1, I agree to return to the Employer or a Connected Entity all Creations and all other property, equipment, credit cards, documents, records, lists, files, and any and all other materials of the Employer or a Connected Entity, including, without limitation, computerized or electronic information that is in my possession or control as of the date on which my employment is terminated, and all copies thereof in any form or media, created by, furnished to, obtained by or prepared by me in the course of my employment (the “**Property**”).

The Property shall be delivered to the Employer or a Connected Entity at any location designated by the Employer or a Connected Entity, at my expense, within One (1) business day after the termination of my employment or on an alternate date designated by the Employer or a Connected Entity. I further agree to allow the Employer or any Connected Entity to inspect any of my personal or home computers to determine whether any Proprietary Information, Personally Identifiable Information or Property belonging to the Employer or a Connected Entity resides on such computers and to permit the Employer or a Connected Entity to remove such Proprietary Information, Personally Identifiable Information or Property from such computers.

12. NOTIFICATION

I agree that prior to accepting employment or affiliation with another firm or business, I will advise such firm or business of my duties and obligations under this Agreement. After my employment with the Employer ends, I agree that the Employer or a Connected Entity shall be permitted to advise any firm or business with which I have accepted an offer of employment or affiliation concerning my duties and obligations under this Agreement.

13. FUTURE COOPERATION

Upon termination of my employment for any reason, I will cooperate with the Employer or a Connected Entity in all matters relating to the completion of pending work on behalf of the Employer or a Connected Entity and the orderly transfer of work to partners, principals, members, officers or employees of the Employer or a Connected Entity. I will also cooperate fully with the Employer or a Connected Entity in connection with any threat of or actual legal proceeding against the Employer or a Connected Entity or any client, customer or licensor of the Employer arising out of any matter with or of which I have had contact or knowledge during my employment.

14. CERTIFICATION

I agree that during or after the period of my employment with the Employer I will, if requested, provide written certification in such form as the Employer may require that I have complied with my obligations under this Agreement.

15. REMEDIES

I acknowledge and agree that a breach of this Agreement would cause irreparable harm to the Employer or a Connected Entity and that, in addition to other remedies, the Employer on behalf of itself or a Connected Entity is entitled to a temporary restraining order, an injunction or other equitable relief to prevent any such breach. I also acknowledge that, to the extent permitted by law, the Employer or a Connected Entity will be entitled to the payment of the Employer's or Connected Entity's reasonable costs and attorney's fees incurred in enforcing this Agreement.

16. APPLICABLE LAW AND JURISDICTION

Even though the Employer may depute me overseas for on-site work or to any other location in India, if I am assigned to the Jaipur Rajasthan office, I irrevocably submit to the exclusive jurisdiction of any competent courts situated in Jaipur Rajasthan, concerning any dispute arising out of my employment or relating to this Agreement, and I waive any objection to such proceedings on grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum.

If I am assigned to the Jaipur Rajasthan office, this Agreement shall be governed by and construed in accordance with the laws of Rajasthan or the applicable laws of India in relation to any legal action or proceedings to enforce this Agreement without reference to its choice-of-law rules.

17. MISCELLANEOUS PROVISIONS

The above terms and conditions are based on, and should be read in conjunction with, the Employer policies, procedures and other rules currently applicable, including but not limited to Annexure B, Region 10 Administrative Policy Releases (APRs) and Region 10 Guidelines. The above rules are subject to amendments from time to time and the amended rules, policies, procedures, guidelines

would be posted on the Employer's Intranet site i.e. www.appcino.com for employee reference. All future communications would be deemed to have your prior consent. The Employee shall also abide by all other rules and regulations of the Employer as shall be in force, from time to time.

Except as set forth in the following sentence, I acknowledge and agree that this Agreement contains the entire understanding between the Employer, each Connected Entity and me with respect to the subject matter hereof and supersedes all prior representations, warranties, and agreements with respect to such subject matter. Notwithstanding the foregoing, I acknowledge and agree that any written agreement between the Employer or any Connected Entity and me with respect to the subject matter hereof that was signed by me prior to the date hereof shall remain valid and enforceable according to the terms of such agreement with respect to all acts and omissions occurring prior to the date hereof.

The rights and benefits of the Employer under this Agreement shall be transferable, and all provisions of this Agreement shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, representatives, successors, and assigns of the Employer and me and shall inure to the benefit of any Connected Entity to which I may transfer during my employment with the Employer or the Connected Entity, provided, however, none of my duties or obligations under this Agreement may be assigned or transferred by me to any other person or entity without the Employer's prior written approval of such assignment or transfer. Any purported assignment in violation of this paragraph shall be null and void.

I understand that my post-employment obligations in sections 3, 4, 5, 7, 8, 11, 12, 13, 14, 15 and 16 of this Agreement will survive the termination of this Agreement. The provisions noted above explain the length of such post-employment obligations, some are limited in time and others are of unlimited duration.



For Appcino Technologies Pvt. Ltd.
Shivani Gupta
Manager HR- Talent Acquisition

Authorized Signature Effective as of **29th October 2021**, I accept all the terms and conditions of the Employer as stipulated in this Agreement.

Name **Pallav Jain**

TERMS AND CONDITIONS OF SERVICE

In continuation to our offer of employment with the Employer, please note the terms and conditions of service.

We firmly believe that our strength lies in our employees as they ensure our success. Our business model is dynamic and typified by a high degree of competition. Success in such a situation demands that we continuously challenge ourselves to higher levels of individual and collective performance. Toward this, we aim to provide an enabling and positive environment that will motivate our employees and facilitate achievement of superior levels of performance.

Our employees' professional skills and knowledge are emphasized by their personal and emotional wellbeing. We strive to provide a climate that nurtures the holistic development of our employees.

A summary of some of the major policies applicable and the benefits available to the employees in our Employer is detailed below along with other terms and conditions of employment.

Terms of Service

COMPLIANCE WITH APPCINO TECHNOLOGIES PVT LTD., ETHICS AND OTHER REQUIREMENTS

The Employer, as an affiliate of Appcino Technologies Pvt. Ltd., is required to comply with external regulatory and/or professional standards. In accordance with the policy of Appcino Technologies Pvt. Ltd. India, as a condition to your joining the Employer and continued employment, you are required to complete a representation regarding your understanding of, and compliance with, and other matters, on a periodical basis (as requested beginning on or prior to the date of you joining the Employer, annually thereafter, and upon certain changes in your role in the Employer), the details of which are provided in the Representation. The representation should be made to the best of your knowledge and ability. It is your responsibility to consult on any matter should you be uncertain or have a question. You are also requested to refer to Practice Head of Appcino Technologies Pvt. Ltd. representatives and shared with certain third parties. If you are selected for such an audit, you will need to submit certain personal financial records to Appcino Technologies Pvt. Ltd. internal audit team. Please be assured that Appcino Technologies Pvt. Ltd. fully intends to keep all information obtained through the audit process confidential and secure. You hereby give your consent to Appcino Technologies Pvt. Ltd. to use the information provided by you for such purposes as provided in the policies regarding ethics.

In the event you (i) do not cooperate or comply with the Appcino requirements, or (ii) do not complete the necessary representations, or (iii) make inaccurate representation(s); you may be subject to disciplinary action including and up to termination of employment with the Employer.

Please feel free to contact or consult us should you require any further information or if you have any specific concerns in this respect.

NON-DISCLOSURE, NON-SOLICIT AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT AND SEXUAL HARASSMENT POLICY

You will be expected to sign the Employer's Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement and the Sexual Harassment Policy upon joining the Employer. Please contact the Human Resources Department for further details.

NOTICE PERIOD FOR TERMINATION OF SERVICES

The notice period for termination of your services is 90 Days by either side and/or salary in lieu of notice period on part of the Employer only.

In the event of any breach of the code of conduct or non-performance of contractual obligation or the terms and conditions laid down in this Annexure or if you are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Employer, your services in the Employer could be terminated without any notice or payment in lieu of notice notwithstanding any other terms and conditions stipulated herein.

Misconduct will include but is not limited to:

- Going on or abetting a strike in contravention of any law.
- Causing damage to the property of the Employer or its employees.
- Continued discharge of work functions that do not meet the standards reasonably expected from you.
- Breach of confidentiality/secret provisions set out in Annexure A.
- Willful insubordination or disobedience, whether or not in combination with another, of any lawful and reasonable instructions of any member of management.
- Engaging in outside employment or an outside business unconnected with your duties and obligations.
- Neglect of normal duties and functions.
- Disclosing to any unauthorized person any Proprietary Information or PII, as defined in Annexure
- Falsification / manipulation of Appcino time & expense (ATE)
- Falsification / manipulation in Background Verification.
- Engaging in any illegal activities

The Employer further reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interests and to claim the actual damages it has suffered through any breach.

Absence from work for a consecutive period of five days, without prior approval, including an overstay of leave, will be treated as abandonment of services and you would be subject to immediate termination.

Upon termination of your employment with the Employer, you shall forthwith return to the Employer all the assets, software, code, protocols, manuals, programs, compilations of technical data, client or prospective client lists, Work in Progress and property of the Employer (including leased property), documents, files, books, papers, memos or any other property of the Employer or Connected Entities or their respective clients in your possession or under your control.

In case of employment termination for any reason, the year-end performance incentive (if applicable) as part of your compensation structure would not be processed as part of full & final settlement.

WORK CONDUCT

The Employer always expects all employees to maintain highest standard of professional conduct . In order to assure orderly operations and provide the best possible work environment, the Employer expects you to follow rules of conduct that will protect the interests and safety of all personnel. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace, but the following are examples of infractions of rules of conduct that may result in disciplinary action, including termination of employment:

- Irregular attendance: repeated or excessive absence, tardiness or early departures.
- Unreported absence for more than five days or unreported deviation from assigned and accepted schedule for more than five days.
- Falsification of employment records, employment information, or other records prior and after joining the Employer.
- Giving knowingly false statements, either verbally or in written form to any manager or co-employee.
- Excessive personal use of the Employer's telephone, fax or computer systems for non-business reasons.
- Practices such as reading newspaper or magazines in the reception, having obscene posters / workstation screen savers at your work place, playing games at your workstation etc.
- Insubordination: willful disobedience of any reasonable and legitimate instructions issued by any member of management or supervision and anyone authorized to act in such capacity, or addressing such person in an abusive, threatening or contemptuous manner in the presence of others,
- Theft, unauthorized removal or willful damage to any property belonging to another employee, the Employer or to the Employer's customer or visitor.
- Introduction or possession of firearms, explosives, knives or any instruments that can be used as an injurious or deadly weapon on the Employer property.
- Corruption, fraud, misappropriation of funds.

- Failure to comply with the policies, guidelines, rules and regulations of the Employer.
 - Any act prejudicial to or in conflict with the interests of the Employer
- Gross negligence.

All employees conduct shall strictly adhere to the Employer's rules and regulations and amendments made to it from time to time.

TRANSFERS

You are liable for transfer / deputation / secondment / training to any branch or to the offices of our associate companies, client locations or third parties in India or abroad with or without additional compensation. In such an event, you will also be governed by the terms and conditions of service applicable to the new assignment.

In all service matters, including those not specifically covered here, such as travel etc., associates will be governed by the rules of the Employer in force, from time to time.

Sexual Harassment Policy

This policy prohibiting harassment applies to all practitioners of Appcino Technologies Pvt. Ltd.

Appcino is committed to providing a work environment free of any intimidation or harassment which is in any way related to an individual's race, color, religion, gender, sexual preference, genetic information, atypical hereditary cellular or blood trait, ancestry, national origin, age, marital and family status, veteran status, disabilities, or any other classification, as protected by local law.

Specifically prohibited is any type of behavior involving verbal or physical conduct by any practitioner which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive or hostile work environment.

Harassment or intimidation includes, but is not limited to, slurs, epithets, threats, derogatory or objectionable conduct in the form of remarks, pictures, objects, inappropriate jokes, teasing, or any other type of conduct of a physical or verbal nature which is directed against someone due to any of the aforementioned personal characteristics.

Appcino expects that all relationships among persons in and out of the office, from the most senior Practitioner to the most junior administrative staff member, will be businesslike and free of bias, prejudice and harassment.

Appcino recognizes that its practitioners may be subjected to prohibited harassment by non-Employer practitioners who conduct business with Appcino. In these circumstances, the Employer acknowledges its responsibility to support and assist the Practitioner subjected to such harassment.

Sexual Harassment

Prohibited harassment of a sexual nature is more specifically defined as any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual or otherwise hostile nature if

- Submission to such conduct is made either explicitly or implicitly of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions or benefits affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Prohibited Conduct

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Examples of conduct that may be considered to be sexual harassment, depending on the circumstances, may include, but are not limited to: intentional physical conduct which is sexual in nature, off-color jokes or language, sexually suggestive pictures or objects circulated via email, verbal comments about an individual's appearance or sexuality, propositions, sexual advances, sexual or degrading gestures, verbal abuse of a sexual nature and the like, whether communicated in person or through electronic media.

The behavior illustrated as examples above is unacceptable in the workplace and anywhere else involving employment relationships, including but not limited to overnight business trips, business conducted in other offices, business conferences or training sessions, parties sponsored by the Employer, business-related social events, over the telephone or voice mail or by email.

Complaint Procedure

The Employer wants every individual to know that the following procedures exist to report any harassment complaint.

These procedures should be followed whenever an individual believes that he or she has been the subject of harassment or observes or has knowledge of a violation of the Employer's policy on harassment.

- Report the incident or conduct in question to a Supervisor, the Human Resources Representative or the Managing Director. The individual reporting the incident or conduct may choose the one he or she is most comfortable with—the choice is strictly up to the individual.
- Anyone in a Supervisory or Management position who observes or has knowledge of a violation of the Employer's policy on harassment (whether or not a complaint has been filed) has an obligation to report the situation to the Human Resources Representative or the Managing Director.
- Report the offending incident or conduct promptly. The individual making the complaint should also feel free to report the incident or conduct even if in the past it was not reported, or if he or she has taken some time to decide to make the complaint.

The Employer has no requirement for the form or content of a harassment complaint, only that it be made in good faith.

The complaint may be verbal or written. It is suggested that the individual making the complaint provide as much information as possible regarding the offending incident or conduct, such as what happened or is continuing to happen, the person or persons causing the harassment, and the time(s) and place(s) the incident or conduct occurred. If available, the names of witnesses should be provided, but an individual should not hesitate to report harassment merely because there are no witnesses or because he or she cannot identify the witnesses.

The Employer is committed to prompt examination of any harassment complaint received from any of its Practitioners and will take whatever action is appropriate under the circumstances, up to and including termination of employment.

Confidentiality for all parties involved will be respected to the utmost extent possible. The Employer's policy also prohibits retaliation against individuals who in good faith have filed complaints of harassment, even if insufficient evidence is found to support the complaint.

Moreover, if an individual believes that in connection with work for the Employer, a client or an employee or agent of a client is subjecting him or her to harassment, these same procedures to report the harassment should be followed.

Although the Employer may not have the same control over outside persons causing harassment as it does over its own personnel, the Employer will still examine the harassment complaint promptly and take whatever action is appropriate under the circumstances.

If the complaint reported found to be false, then the complainant may be subject to the disciplinary action as decided by the management.



Appcino Technologies Pvt. Ltd.
Shivani Gupta,
Manager HR-Talent Acquisition

I have read and understood the above policy terms.

Signature:

Name: **Pallav Jain**

Date:

The above policies and benefits are subject to amendments from time to time. You shall also abide by all other policies, guidelines, rules and regulations of the Employer as shall be in force, from time to time, which may be accessed on the Employer's intranet i.e. www.appcino.com.

Offer Letter

To: Parth Tailor

Sub: Offer Letter

Offer Date: 29th November 2021

Joining Date: 1st December 2021

Reference: APPCINO/ #00882

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).
3. You agree to serve the company for at-least two years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Shivani Gupta
Snr HR Manager- Talent Acquisition

Parth Tailor

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Snr.Manager-HR (TA)

Parth Tailor

Salary Annexure I

Employee Code	Appcino#/00882		
Employee Name	Parth Tailor		
Legal Entity	Appcino Technologies pvt Ltd		
Department	Technology		
Designation	Software Trainee Enigneer		
Location	Jaipur		
Total CTC (Annual) (A+B)	INR		4,50,000.00
Fixed Compensation(Annual) (A)	INR		4,50,000.00
Bonus (Annual)(B)	INR		-
Fixed Compensation Bifurcation			
	Particular	Monthly (Amount)	Yearly (Amount)
	Basic	INR 18,750.00	INR 2,25,000.00
	HRA	INR 14,248.13	INR 1,70,977.50
	Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 3,95,977.50
	EPF (Employee)	INR 1,800.00	INR 21,600.00
	EPF (Employer)	INR 1,800.00	INR 21,600.00
	Gratuity	INR 901.88	INR 10,822.50
	Total Fixed Compensation	INR 37,500.00	INR 4,50,000.00
Total Annual CTC Bifurcation (A+B)			
	Fixed Compensation(Annual) (A)	INR	4,50,000.00
	Bonus (Annual)(B)	INR	-
	Total CTC (Annual) (A+B)	INR	4,50,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Snr. Manager-HR (TA)

Parth Tailor

Offer Letter

To: Piyush Kedia

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00814

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Piyush Kedia

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)



Piyush Kedia

Salary Annexure I

Employee Code	Appcino#/00814	
Employee Name	Piyush Kedia	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Engineer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)



Piyush Kedia

Offer Letter

To: Pranjal Jain

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00807

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Pranjal jain

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Pranjal Jain

Salary Annexure I

Employee Code	Appcino#/00807	
Employee Name	Pranjal Jain	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Pranjal Jain

Offer Letter

To: Rajat Gupta

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00819

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Rajat Gupta

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Rajat Gupta

Salary Annexure I

Employee Code	Appcino#/00819	
Employee Name	Rajat Gupta	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Rajat Gupta

Offer Letter

To: Samar Mirza

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00813

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Samar Mirza

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Samar Mirza

Salary Annexure I

Employee Code	Appcino#/00813	
Employee Name	Samar Mirza	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Samar Mirza

Offer Letter

To: Shashank Chourasia
Sub: Offer Letter
Offer Date: 23rd November 2021
Joining Date: 1st December 2021
Reference: APPCINO/ #00877

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period, your first Year CTC will be **INR. 3,00,000/-** per Annum (wherein Provident fund and Gratuity will be a part of CTC).
2. After completion of the 1st year from your joining date, your salary will be revised to **INR. 4,00,000/-** per annum for next (Provident fund and Gratuity will be a part of CTC), after the completion of a duration of 2 years from the date of joining, package will be revised to CTC **INR. 8,00,000/-** per annum (Provident fund and Gratuity deduction will be a part of CTC).
3. Your first increment discussion will be after 36 months from the date of joining based on yours and company's performance
4. You agree to serve the company for at-least three year from your date of joining. In case you leave the employment in less than 3 years you also agree to refund the following:
 - a. Training fees of **INR 3,00,000**
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice either by you.

9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.
11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.
12. General Provisions:
 - a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
 - i. Offer of Employment.
 - ii. Term of Employment.
 - iii. Employee Confidentiality, Invention Assignment and Non-Compete Agreement. The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract.
 - b. Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment.
 - c. Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect.
 - d. Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.
- b. Representative Warranties:
 - i. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.

- ii. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- iii. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- iv. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- An act of fraud or dishonesty in the course of your employment with the Company
- Conviction of (or plea of no contest with respect to) a crime constituting a felony
- An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- Your material breach of any written policy applicable to your employment with the Company.
- Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

APPCINO:

Employee (You):

Himanshu Bhatnagar

Sr. Manger HR

Annexure B
Year 1 Salary Breakup

Name Of Employee	Shashank Chourasia		
Designation	Trainee Software Engineer		
Location	Jaipur		
Legal Entity	Appcino Technologies Pvt. Ltd.		
Total Compensation	INR		3,00,000.00
Fixed Compensation	INR		3,00,000.00
Bonus (Annual Bonus)	INR		-
Particular	Monthly (Amt)		Yearly (Amt)
Basic	INR	12,500.00	INR 1,50,000.00
HRA	INR	5,000.00	INR 60,000.00
Other Allowance	INR	3,898.75	INR 46,785.00
Total (Basic + HRA + Other Allowances)	INR	21,398.75	INR 2,56,785.00
Provident Fund(Employer)	INR	1,500.00	INR 18,000.00
Provident Fund(Employee)	INR	1,500.00	INR 18,000.00
Gratuity	INR	601.25	INR 7,215.00
Total Fixed Compensation	INR	25,000.00	INR 3,00,000.00

Year 2 Salary Breakup

Name Of Employee	Shashank Chourasia		
Designation	Associate Software Engineer		
Location	Jaipur		
Legal Entity	Appcino Technologies Pvt. Ltd.		
Total Compensation	INR		4,00,000.00
Fixed Compensation	INR		4,00,000.00
Bonus (Annual Bonus)	INR		-
Particular	Monthly (Amt)		Yearly (Amt)
Basic	INR	16,666.67	INR 2,00,000.00
HRA	INR	6,666.67	INR 80,000.00
Other Allowance	INR	5,598.33	INR 67,180.00
Total (Basic + HRA + Other Allowances)	INR	28,931.67	INR 3,47,180.00
Provident Fund(Employer)	INR	1,800.00	INR 21,600.00
Provident Fund(Employee)	INR	1,800.00	INR 21,600.00
Gratuity	INR	801.67	INR 9,620.00
Total Fixed Compensation	INR	33,333.33	INR 4,00,000.00

Year 3 Salary Breakup

Name Of Employee	Shashank Chourasia		
Designation	Software Engineer		
Location	Jaipur		
Legal Entity	Appcino Technologies Pvt. Ltd.		
Total Compensation	INR	8,00,000.00	
Fixed Compensation	INR	8,00,000.00	
Bonus (Annual Bonus)	INR	-	
Particular	Monthly (Amt)		Yearly (Amt)
Basic	INR	33,333.33	INR 4,00,000.00
HRA	INR	13,333.33	INR 1,60,000.00
Other Allowance	INR	14,796.67	INR 1,77,560.00
Total (Basic + HRA + Other Allowances)	INR	61,463.33	INR 7,37,560.00
Provident Fund(Employer)	INR	1,800.00	INR 21,600.00
Provident Fund(Employee)	INR	1,800.00	INR 21,600.00
Gratuity	INR	1,603.33	INR 19,240.00
Total Fixed Compensation	INR	66,666.67	INR 8,00,000.00

Note:

- These breakups are based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Increment Details (for 3 years Agreement inclusive of PF and Gratuity)

Annual Salary (CTC) on DOJ (Year 1)	Increment %	Annual Salary on Joining	INR 3,00,000 (1 st Year)
Increment after 1 year	33.33%	Annual Salary after 12 Months	INR 4,00,000 (2 nd year)
Increment after 2 Years	100%	Annual Salary after 24 Months	INR 8,00,000 (3 rd Year)
Increment after 3 Years	37.5%	Annual Salary after 36 Months	INR 11,00,000 (4 th Year)

Notes:

Salary on Date of Joining: INR 3,00,000/Year (Inclusive of PF and gratuity)

1st Increment after 1 Year – 33.33% -Salary after 1 year: INR 4,00,000/Year (Inclusive of PF and gratuity)

2nd Increment After 2 years 100% - Salary after 2 years: INR 8,00,000/year (Inclusive of PF and gratuity)

3rd Increment after 3 years 37.5%- Salary after 3 years: INR 11,00,000/year or so (Inclusive of PF and gratuity)

Himanshu Bhatnagar
Sr. Manger HR

(Employee's Signature)

OFFER LETTER



www.appcino.com
info@appcino.com
0141-2703329,30,31,32

4th Floor, Patrikayun, E-S, Jhalana
Institutional Area, Jaipur, Rajasthan,
India - 302017

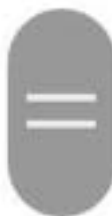
Offer Letter

To: Shivangi Mathur
Sub: Offer Letter
Offer Date: 22nd October 2021
Joining Date: 25th October 2021
Reference: APPCINO/ #00821

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.



Offer Letter

To: Shwetabh Sharma

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00805

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Shwetabh Sharma

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)



25/10/21

Shwetabh Sharma

Salary Annexure I

Employee Code	Appcino#/00805	
Employee Name	Shwetabh Sharma	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Engineer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)



Shwetabh Sharma

Offer Letter

To: Siddharth Bhandari

Sub: Offer Letter

Offer Date: 27th October 2021

Joining Date: 29th October 2021

Reference: APPCINO/ #00848

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC). Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:


- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Siddharth Bhandari

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta

Manager-HR (TA)

Siddharth Bhandari

Salary Annexure I

Employee Code	Appcino#/00848		
Employee Name	Siddharth Bhandari		
Legal Entity	Appcino Technologies pvt Ltd		
Department	Technology		
Designation	Software Trainee Enigeer		
Location	Jaipur		
Total CTC (Annual) (A+B)	INR	450,000.00	
Fixed Compensation(Annual) (A)	INR	450,000.00	
Bonus (Annual)(B)	INR	-	
Fixed Compensation Bifurcation			
Particular	Monthly (Amount)	Yearly (Amount)	
Basic	INR 18,750.00	INR	225,000.00
HRA	INR 14,248.13	INR	170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR	395,977.50
EPF (Employee)	INR 1,800.00	INR	21,600.00
EPF (Employer)	INR 1,800.00	INR	21,600.00
Gratuity	INR 901.88	INR	10,822.50
Total Fixed Compensation	INR 37,500.00	INR	450,000.00
Total Annual CTC Bifurcation (A+B)			
Fixed Compensation(Annual) (A)	INR	450,000.00	
Bonus (Annual)(B)	INR	-	
Total CTC (Annual) (A+B)	INR	450,000.00	

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Siddharth Bhandari

Offer Letter

To: Tarun Sharma

Sub: Offer Letter

Offer Date: 25th February 2022.

Joining Date: 28th February 2022

Reference: APPCINO/ #00969

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be **INR 3,00,000 LPA** (PF & Gratuity are part of CTC).
2. You agree to serve the company for at least two years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as a fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of the probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform a background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.
11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence,

specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

- a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:
- Offer of Employment.
 - Term of Employment.
 - Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Tarun Sharma

Shivani Gupta
Sr.Manager-HR Talent Acquisition

Increment Details (for 2 years Agreement inclusive of PF & Gratuity)

Annual Salary (CTC) on DOJ (Year 1)	Increment %	Annual Salary on Joining	INR 3,00,000 (1 st Year)
Increment after 1 year	17%	Annual Salary after 12 Months	INR 3,50,000 (2 nd year)
Increment after 2 Years	86%	Annual Salary after 24 Months	INR 6,50,000 (3 rd Year)
Increment after 3 year	39%	Annual Salary after 36 Months	INR 9,00,000 (4 th Year)

Notes:

Salary on Date of Joining: INR 3,00,000/Year (Inclusive of PF)

1st Increment after 1 Year – 17% - Salary after 1 year: INR 3,50,000/Year (Inclusive of PF)

2nd Increment After 2 years 86% - Salary after 2 years: INR 6,50,000/year (Inclusive of PF)

3rd Increment after 3 years 39% - Salary after 2 years: INR 9,00,000/year (Inclusive of PF)

Increment Details (for 2 years Agreement inclusive of PF & Gratuity)

Annual Salary (CTC) on DOJ (Year 1)	Increment %	Annual Salary on Joining	INR 2,50,000 (1 st Year)
Increment after 1 year	10%	Annual Salary after 12 Months	INR 3,00,000 (2 nd year)
Increment after 2 Years	40%	Annual Salary after 24 Months	INR 4,00,000 (3 rd Year)
Increment after 3 year	30%	Annual Salary after 36 Months	INR 8,00,000 (4 th Year)

Notes:

Salary on Date of Joining: INR 2,50,000/Year (Inclusive of PF)

1st Increment after 1 Year – 17% - Salary after 1 year: INR 2,64,000/Year (Inclusive of PF)

2nd Increment After 2 years 40% - Salary after 2 years: INR 3,69,000/year (Inclusive of PF)

3rd Increment after 3 years 30% - Salary after 2 years: INR 6,00,000/year (Inclusive of PF)

Appcino Technologies Pvt. Ltd.



Shivani Gupta

Tarun Sharma

Salary Annexure I

Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Engineer	
Location	Jaipur Office	
Total CTC (Annual) (A+B)	INR	3,00,000.00
Fixed Compensation(Annual) (A)	INR	3,00,000.00
Bonus (Annual)(B)	INR	-
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 12,500.00	INR 1,50,000.00
HRA	INR 8,898.75	INR 1,06,785.00
Total (Basic + HRA+Other Allowance)	INR 21,398.75	INR 2,56,785.00
EPF (Employee)	INR 1,500.00	INR 18,000.00
EPF (Employer)	INR 1,500.00	INR 18,000.00
Gratuity	INR 601.25	INR 7,215.00
Total Fixed Compensation	INR 25,000.00	INR 3,00,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	3,00,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	3,00,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5yrs

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Sr.HR Manager (TA)

Tarun Sharma

Offer Letter

To: Venkatesh Acharya

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00806

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Venkatesh Acharya

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Venkatesh Acharya

Salary Annexure I

Employee Code	Appcino#/00806	
Employee Name	Venkatesh Acharya	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Venkatesh Acharya

Offer Letter

To: Vishnu Kumar Jangid

Sub: Offer Letter

Offer Date: 22nd October 2021

Joining Date: 25th October 2021

Reference: APPCINO/ #00815

This is with reference to your interview, we are pleased to confirm an employment offer for the post of **Trainee Software Engineer** with Appcino Technologies Private Limited, at Jaipur, under the following terms and conditions.

Terms and Conditions:

1. First 6 months from your joining date would be considered as your probation period and Your salary will be INR 10,000 per month (PF & ESIC, Gratuity are part of CTC).
2. After Completion of your graduation your CTC will be revised to **INR 4,50,000**(PF & Gratuity are part of CTC).Your service agreement will be applicable after your graduation.
3. You agree to serve the company for at-least three years from your date of joining. In case you leave the employment in less than 2 years you also agree to refund the following:
 - a. Training fees of INR 2,00,000
 - b. Amount Company has paid as fee to the recruitment consultant (if any), and
 - c. Relocation fee (if any)
5. You will not take up any other appointment or assignment during your tenure with us and will maintain strict confidentiality of all the employment and employer's information.
6. You will be entitled to all-inclusive Eighteen (18) days paid leave per year as mentioned in the staff policy manual after the completion of probation period.
7. This appointment is also contingent upon your adherence to the Company's policies and procedures applicable to all employees generally, and/or applicable to your position or function within the Company.
8. You agree that unless specifically stated in writing and signed by both you and an authorized officer of the Company, subject to controlling law, any employment granted to you is at will and for an indefinite term and that such employment may be terminated after the completion of three years at any time by giving a 90 days' notice by you.
9. Company has right to terminate your contract at any moment for any disciplinary action or on account of poor performance.
10. You agree that the Company may on its own or through an external agency perform background check on you and you have no objection to the same. The background check may involve obtaining feedback from the References provided by you.

11. You agree that, at the time you leave the employ of Company, you will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) all source code, object code, hardware devices, equipment's, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or property, or reproductions of any aforementioned items developed by you pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

12. General Provisions:

a. Entire Agreement: The Employment Contract consists of the documents listed below and the terms included therein:

- Offer of Employment.
- Term of Employment.
- Employee Confidentiality, Invention Assignment and Non-Compete Agreement.

The Employment Contract sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of the Employment Contract. b) Governing Law; Consent to Personal Jurisdiction: The laws of the State of Rajasthan will govern the Employment Contract, and I hereby expressly consent to the personal jurisdiction of the High Court located therein for any lawsuit arising from or relating to my employment. c) Severability: If one or more of the clauses in this Terms of Employment are deemed unenforceable, then the remaining clauses will continue in full force and effect. d) Successors and Assigns: This Employment Contract will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

2. Representative Warranties:

- a. By signing this letter, you are representing to the Company that your acceptance of this offer and agreeing to employment with the Company under these terms will not conflict with, violate, or constitute a breach of any employment or other agreement to which you are a party and that you are not required to obtain the consent of any person, firm, corporation or other equity in order to accept this offer of employment.
- b. You are required to engage yourself exclusively in the work assigned by Appcino Technologies Private Limited and shall not take up any independent or individual assignment (whether the same is part time or full time, in an advisory capacity or otherwise) directly or indirectly.
- c. You represent that you have provided the Company with full and accurate documentation of your last drawn compensation.
- d. To the fullest extent permitted by law, you agree to keep the terms of this letter confidential and agree not to share them with anyone; if done so, it is at your own risk.

Further, the Company is fully authorized to take appropriate action in event of your indulging in:

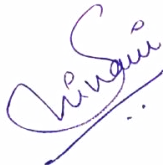
- e. An act of fraud or dishonesty in the course of your employment with the Company
- f. Conviction of (or plea of no contest with respect to) a crime constituting a felony.
- g. An act or an omission which causes you or the Company to be in violation of Central or State securities laws, rules, or regulations and/or the rules of any exchange or association of which the Company is a member, including statutory disqualifications.
- h. Your material breach of any written policy applicable to your employment with the Company
- i. Your material violation of the Company's written Confidential Agreement, a copy of which is being provided with this letter. Any intentional violation of these or any other Company procedures can result in disciplinary action being taken against you, which may result in termination of your employment with or without notice or compensation.

The terms of this offer are intended to be kept strictly confidential. Please review this letter and return a signed copy of this letter. Please initial each page in acceptance of the term's conditions set out herein.

We welcome you and wish you every success in your career at Appcino Technologies.

Appcino Technologies Pvt Ltd:

Employee (You):



Vishnu Kumar Jangid

Shivani Gupta
Manager-HR Talent Acquisition

Below are the package offerings for this position

Annual Salary (CTC) and Career Progression (2 Years' Service Agreement)		
Before Graduation	Stipend	INR 10,000/ month
1st Year Pay	Annual Salary	INR 4,50,000/ year
2nd Year Pay	Annual Salary	INR 5,50,000/ year
3rd Year Pay	Annual Salary	INR 7,50,000/ year (minimum)

Notes:

- 1st Year, 2nd Year and 3rd Year pay to be calculated from the date of graduation completion
- The selected students will be getting the other company benefits as applicable at that point in time.

Current Benefits

Free learning on cutting edge automation platform and technologies along with the certifications

- Regular classes for improving your technical, logical and soft skills
- Employee counselling activities provided by the third-party consultants and experts
- Employee accidental insurance – 3x of CTC
- Employee & Family health insurance of INR 2,00,000/-
- Health and Wellness benefits of INR 10,000/-

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Vishnu Kumar Jangid

Salary Annexure I

Employee Code	Appcino#/00815	
Employee Name	Vishnu Kumar Jangid	
Legal Entity	Appcino Technologies pvt Ltd	
Department	Technology	
Designation	Software Trainee Enigneer	
Location	Jaipur	
Total CTC (Annual) (A+B)	INR	450,000.00
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Fixed Compensation Bifurcation		
Particular	Monthly (Amount)	Yearly (Amount)
Basic	INR 18,750.00	INR 225,000.00
HRA	INR 14,248.13	INR 170,977.50
Total (Basic + HRA+Other Allowance)	INR 32,998.13	INR 395,977.50
EPF (Employee)	INR 1,800.00	INR 21,600.00
EPF (Employer)	INR 1,800.00	INR 21,600.00
Gratuity	INR 901.88	INR 10,822.50
Total Fixed Compensation	INR 37,500.00	INR 450,000.00
Total Annual CTC Bifurcation (A+B)		
Fixed Compensation(Annual) (A)	INR	450,000.00
Bonus (Annual)(B)	INR	-
Total CTC (Annual) (A+B)	INR	450,000.00

- This breakup based on standard components; it may change based on company policy.
- Taxable as per government norms and if proofs are not submitted.
- Gratuity will be payable as per the Gratuity Act, i.e., 15 days salary for every year of completed service and serving the company for 5 yrs.

Appcino Technologies Pvt. Ltd.



Shivani Gupta
Manager-HR (TA)

Vishnu Kumar Jangid

6th January 2021

Employee Code: ARNAV2015-00258

Ms. Raaisha Upadhyay

D/o Mr. Yogesh Kumar Upadhyay

E-62/1, Adityapuram, STAFF Colony, Adityapuram S.O

Chittaurgarh, Rajasthan- 312622

Subject: Appointment for post of [Executive- Operations]

Dear Ms. Raaisha Upadhyay,

We are pleased to offer you, the position **Executive - Operations** with Arnava Media And Entertainment Private Limited on the following terms and conditions:

1. Commencement of employment

Your employment will be effective, as of **6-January-2021**

2. Job title

2.1 Your HR grade will be **Executive - Operations** you will report to **Area Head-Operations**

2.2 Your Functional Designation will be **Digital Marketing Executive**.

2.3 Your Department will be **Operations- Digital Marketing**.

3. Salary

Your salary and other benefits will be as set out in Schedule 1, hereto.

4. Place of posting

You will be posted at **Jaipur** You may however be required to work at any place of business, which the Company has, or may later acquire.



Raisha

Arnava Media And Entertainment Pvt. Ltd.

(AN ISO 9001:2015 CERTIFIED COMPANY)

CIN No.: U92199RJ2010PTC032026

Corporate Office : 601, 602, 603, 6th Floor, Crop's Arcade, K-12 Malviya Marg, C-Scheme, Jaipur - 302001



ASCLEPIUS WELLNESS PRIVATE LIMITED

REG. OFF: P.N. 18 BLOCK-C, POCKET-8, SECTOR-17, DWARKA, NEW DELHI -110075
FOOD FACTORY ADDRESS: H1-2193, RUICO INDUSTRIAL AREA, RAMCHANDRAPURA,
SITAPURA EXTENSION, JAIPUR- 302022 (RAJ)

Date: 26.07.2022

To,
MR. ABHISHEK NAIR
Government Hospital Quarter No.4 Ward No.20,
Sheoganj Sirohi Rajasthan 307027
Mob.: +91 93517 97939

SUBJECT: LETTER OF APPOINTMENT

Dear Abhishek,

With reference to your application for employment and subsequent interviews held at our office, we have the pleasure to inform you that the management has decided to appoint you as a **Associate IPQA (Quality Assurance)** on the following terms and conditions.

1. Position; Employment Period

Post: The Company hereby employs the Employee as its '**Associate IPQA (Quality Assurance)**'.

Period: and the Employee hereby agrees to serve in such capacity, for the period beginning **26.07.2022** and ending on the date on which the Employee's employment is terminated in accordance with paragraph 8, 12 & 15 below (the "Employment Period").

Probation: The initial Period of probation will be six months, but the Management reserves the right to Extend this period, if necessary. Based on your performance your services will be confirmed with the company in written after six months.

Place of Posting: Initially, employee will be posted at Factory Premises of the Company at **Sitapura Industrial Area, Jaipur, Rajasthan** and report to **Head Of Department (Quality Assurance)** or any other person nominated by the company. However, employee services could be transferred to any other Departments /Divisions/Factories of the Company, anywhere in India. Notwithstanding employee initial appointment in this Company, employee services may be assigned by the Company to any other Company of the **AWPL Group**. Employee may also be assigned such other duties as may become **Asclepius Wellness Pvt Ltd.** at the discretion of the Management in any Branch or Office of the Company and/or its subsidiaries or to any of its other Associate Companies.

Hours of Work: -The company's core hours of operation are Monday to Saturday from **9:00 am to 6:00pm**. Employees are expected to work a minimum of **08** hours per day. The company reserve the right to change your working days and hours.



Abhishek Nair

GSTIN: 08AAMCA9419N3ZW

Dr. Savita Sangwan
Assistant Professor
Department of chemistry
JECRC UNIVERSITY
Plot No IS -2036 to 2039,
Ramchandrapura Industrial Area,
Vidhani,
Jaipur - 303 905 (Rajasthan), India
M-9928195351, 7976555191
| www.jecrcuniversity.edu.in |

----- Forwarded message -----

From: **Dr. Savita Sangwan** <savita.sangwan@jecrcu.edu.in>
Date: Wed, Aug 10, 2022 at 11:49 AM
Subject: Fwd: Welcome Mail- Rakshit Chauhan, Central Waterproofing Expert | Jaipur Location
To: Saurabh Dave <saurabh.dave@jecrcu.edu.in>

Dr. Savita Sangwan
Assistant Professor
Department of chemistry
JECRC UNIVERSITY
Plot No IS -2036 to 2039,
Ramchandrapura Industrial Area,
Vidhani,
Jaipur - 303 905 (Rajasthan), India
M-9928195351, 7976555191
| www.jecrcuniversity.edu.in |

----- Forwarded message -----

From: **Rakshit Chauhan** <craj01274@gmail.com>
Date: Wed, Aug 10, 2022 at 11:42 AM
Subject: Fwd: Welcome Mail- Rakshit Chauhan, Central Waterproofing Expert | Jaipur Location
To: savita.sangwan@jecrcu.edu.in <savita.sangwan@jecrcu.edu.in>

----- Forwarded message -----

From: **Pradeep Jha** <pradeep@thestorm.in>
Date: Tue, Aug 9, 2022 at 3:20 PM
Subject: Re: Welcome Mail- Rakshit Chauhan, Central Waterproofing Expert | Jaipur Location
To: Rakshit Chauhan <craj01274@gmail.com>
Cc: Neethipriyadarshani Valluvan <neethipriyadarshani.valluvan@asianpaints.com>, Anurag Tiwari <tiwari.anurag@asianpaints.com>, Sohan Lal <sohan.lal@asianpaints.com>, Mridul Gautam <mridul.gautam@asianpaints.com>, Puskar Sharma <puskar.sharma@asianpaints.com>, Sourajit Ghosal <sourajit@thestorm.in>

Dear Rakshit,

Greetings from Storm Communications.

On Behalf of Asian Paints Ltd, we welcome you as a Central Waterproofing Expert. Please find below other details pertaining to your assignment.

<https://mail.google.com/mail/u/0/?ik=d0e2dd3652&view=pt&search=all&permthid=thread-f%3A1752193057775006971&simpl=msg-f%3A1752193057...>

12/15/22, 11:45 AM

JECRC University, Jaipur Mail - Fwd: Welcome Mail- Rakshit Chauhan, Central Waterproofing Expert | Jaipur Location

Your assignment will be effective from: 06th Aug, 2022
Base Location: Rajasthan

Monthly consultancy Fee: " Rs. 23,300/-" (Disbursement will be done post deducting 10% TDS)
Other than this, you are also eligible for an yearly variable component of Rs 18,000/-, pay out of which is subject to achievement of specific goals set by Asian Paints Ltd.

We will be processing your central waterproofing expert consultancy invoices as and when presented. The invoice may please be raised in the name of "Storm Communications Pvt Ltd" and first shared with your reporting authority in Asian Paints Ltd. for approval. Upon approval, the invoice may please be sent to us and we will release the payment after due TDS deduction within 7 days of receipt of invoice.

Congratulations & all the best, we will ensure our full support for your professional growth & development.

Regards

Storm Communications Pvt. Ltd.

Pradeep Jha

Monthly
Office
30th

www.jecrcuniversity.edu.in

ENGINEERING | SCIENCES | MANAGEMENT | HUMANITIES | LAW | HOTEL MANAGEMENT | JOURNALISM MASS COMMUNICATION
DESIGN | ALLIED HEALTH SCIENCES

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"SAVE PAPER. Good for your planet. Good for your Business"

30th

30th



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Recruitment as trainee software developer

1 message

Suraj Pandya <surapand57@gmail.com>

Sat, Apr 29, 2023 at 4:56 PM

To: "aditi.khullar@jecrcu.edu.in" <aditi.khullar@jecrcu.edu.in>

PFA.

----- Forwarded message -----

From: **ASMIGLOBAL SOFTWARES** <hrasmiglobalsoftwares@gmail.com>

Date: Mon, 13 Dec 2021 at 6:58 PM

Subject: Recruitment as trainee software developer

To: <pandyasuraj13@gmail.com>, <surapand57@gmail.com>

Cc: Shiva Subramaniam <globaldeveloper7@gmail.com>

Dear Mr. Suraj Pandya,**Greetings from Asmi Global Softwares !**

We are glad to inform you that you have been selected to be appointed as Trainee Software Developer at our company subsequent to written and one-to-one assessment.

You are requested to report at the company premises on **03/01/2022 at 10:00 A.M. sharp** for completing joining related formalities. You should be necessarily carrying the following documents along with you :

1. **Passport Size Photographs - 3**
2. **AADHAR CARD (both original and photocopy)**
3. **PAN Card (if any) (both original and photocopy)**
4. **Photocopy of front page of Bank Passbook and Bank Statement (last 6 months)**
5. **Blank Signed Cheque.**
6. **Photocopies & originals of all Educational Certificates / Degree etc.**

Note : In case you fail to appear, kindly inform the below mentioned with appropriate reason. Candidates who fail to appear without any information will be treated as not present and the opportunity will pass on to subsequent deserving candidates.

With Best Regards

Vishnu Saini (HR Executive)

Asmi Global Softwares Pvt. Ltd.

Jaipur (Raj.) | **9782001983**Company URL: www.asmiglobalsoftwares.comMAIL ID: contactus@asmiglobalsoftwares.com

Your IT Healthcare Partner



Abhinav Saxena,

Jaipur

15th March 2022

Dear Abhinav,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Abhinav Saxena	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Aditya Bansal,

Jaipur

25-07-2022

Dear Aditya,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **16th August 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as per **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **16th August 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager - HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name Aditya Bansal

Signature 

Date 02/08/2022

ANNEXURE - A

COMPENSATION DETAILS		
Name	Aditya Bansal	
Designation	Trainee Engineer	
Date of Joining	16 th August 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
House Rent Allowance	₹ 6,235	₹ 74,820
P.F Employer Contribution	₹	₹
ESI Employer Contribution	₹	₹
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 11,514	₹ 1,38,168
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name Aditya Bansal

Signature 

Date 02/08/2022

Components Details

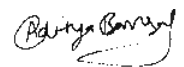
1. Gross Salary: The component 'A' as mentioned in the above CTC Annexure -A
2. ESIC Employee's Contribution: If applicable, a contribution of 0.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. ESIC Employer's Contribution: If applicable, a contribution of 3.25% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. PF Employee's Contribution: If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. The above contribution may vary where basic is less than Rs 15000 or due to maximum amount capped not less than 1800. Please note, the Employee PF contribution will appear on the Salary slip.
5. PF Employer's Contribution: If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. Professional tax is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.



Aditya Bansal

8. Confidentiality: The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any erroneous payments being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. Submission of false, tampered or altered bills as proof for tax savings at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. Deductions per month from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for Gratuity as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available leave balance as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.
15. Medical and Accidental benefits as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.



Aditya Bansal

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: Aditya Bansal

Signature: 

Date: 02/08/2022

ANNEXURE - B

LIST OF DOCUMENTS


We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name Aditya Bansal

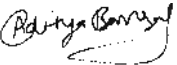
Signature 

Date 02/08/2022

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply, and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline, and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data, or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.


Aditya Bansal

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials, and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
 - (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
 - (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
 - (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
 - (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.
 - (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague
- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- d) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.
- e) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- g) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.



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8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organizations in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you are specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service, or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.
10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.


Aditya Bansal

12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
 13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
 14. Retirement age will be 60 years.
 15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, color, age, disability, national origin, sexual orientation, military status, or any other legally protected status.
- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name Aditya Bansal

Signature 

Date 02/08/2022

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained, or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 16/08/2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Aditya Bansal, residing at (Address) Hindaun city ,Karauli ,Rajasthan (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "*Individual*" is currently employed in the capacity of Trainee Engineer (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 02/08/2022
- Pursuant to his/her obligations, "*Individual*" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;
- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by "*Individual*" and deems it necessary to enter an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by "*Individual*" during engagement is maintained confidential during the term of engagement and thereafter.
- "*Individual*" acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.

- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “Individual”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- “Individual” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “Individual” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- “Affiliate” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- “Authorized Use” shall mean the purposes for which the “Individual” is engaged by ATCS and for which the “Individual” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.
- Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information

labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, courts or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.
- f. “Designs” shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements, and developments made or conceived by ATCS generally or by the “*Individual*” specifically (whether solely or jointly with anyone or furnished by ATCS to the “*Individual*” from time to time or obtained by ATCS from any third-party vendor or service provider.
- g. “Documentation” shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by “*Individual*” generally or specifically.

- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
- i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
- ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
- iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the "Individual" under any circumstances.

IN WITNESS WHEREOF the "Individual" herein has executed this Agreement on 16/08/2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, "Individual" acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its

obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.

- b. That he/she shall not disclose Confidential Information to others except:
- i. to persons working for ATCS on a need-to-know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that "*Individual*" shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals.
- d. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- e. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- f. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- g. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery

of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.
- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the "*Individual*" shall not in any manner be deemed to grant the "*Individual*" any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to "*Individual*" any right, title, or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by "*Individual*" and ATCS may use these materials in its own discretion. "*Individual*" does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by "*Individual*" in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

"Individual" shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

"Individual" expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, "Individual" acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer

systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.

- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.
- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices, or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be

installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and "Individual" warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to "Individual". The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by "Individual".

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses, and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated 16/08/2022 (doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name: Aditya Bansal

Place: Jaipur

Date: 02/08/2022



Aditya Bansal

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name: Aditya Bansal

Place: Jaipur

Date: 02/08/2022


Aditya Bansal

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.


Aditya Bansal

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
 - ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.
- I agree to all the terms and conditions laid out in the document.

Name: Aditya Bansal

Place: Jaipur

Date: 02/08/2022

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”s term of engagement with ATCS effective from date of engagement you agree to confirm, comply, and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty,


Aditya Bansal

discipline, and integrity, as well as high moral and ethical standards in the performance of
“*Individual*’s obligations and in all business relationship with others.

- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name: Aditya Bansal

Signature:



Date: 02/08/2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Google Calendar x Meet x Test Repos x Stack Java x Email - Arch x GitHub Desk x Internship x 21 WhatsApp x

mail.google.com/mail/u/0/?ui=mail&search=vijay/RyMogpGmt4ZG6gnZgdqgPphRPwdeuM

Gmail vjay

Vijay Kant Sharma vijay.sharma@atcs.com
to Anshu02soni@gmail.com, HR, Ashish, Sefish

Hi Anchal,

Thank you for showing your interest to pursue internship with ATCS. Kindly consider this email as a confirmation to your application for the internship. Please find following details:

Time & Date of Joining	10:30 AM 24 th January 2022
Duration of Internship	24 th January 2022 to 30 th June 2022
Contact Person	Ragini Mohwal
Stipend	₹ 10,000/- per month
Internship Mode	Virtual

On the date of joining, you will be asked to upload following documents on our HR portal (Beehive). Please be ready with soft copy of following documents on the date of joining, which is 24th Jan at 10:30 AM

1	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G. and certificates if any)
2	PAN card
3	Aadhar Card
4	Passport size professional photo

Thanks & Regards,
Vijay Sharma
Executive - Talent Acquisition

Type here to search 33°C Sunny 1/31 20-01-2022

12/14/21, 2:55 AM

JECRC Mail - Fwd: Elite NTH Final selects

From: Lakshmi Nair Rajesh (Human Resources)
Sent: Thursday, 7 October, 2021 11:57 AM
To: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrc.edu.in>
Subject: RE: Talent NXT

Dear Vinayak,

Greeting from Wipro Campus Hiring Team,

Please refer below- Elite FY'22 -TalentNXT- Jaipur Engineering College and Research Centre, Jaipur - Test Selects candidates details

We have can the Business discussion interview on 8th October, Kindly inform the candidates about their interview schedule

Superset ID	College Name	Name	Mobile	Email ID
1245730	Jaipur Engineering College and Research Centre, Jaipur	Akshat Khandwal	7597535169	akshat0891@gmail.com
1435118	Jaipur Engineering College and Research Centre, Jaipur	Shivang Sharma	9602432230	shivangsharma.aa22@jecrc.ac.in
1421489	Jaipur Engineering College and Research Centre, Jaipur	Yash Panwar	9887755134	yash.rao7902@gmail.com
1433375	Jaipur Engineering College and Research Centre, Jaipur	Sankalp Negi	9588034887	sankalpnegi.ecs22@jecrc.ac.in
1387629	Jaipur Engineering College and Research Centre, Jaipur	Jyoti Agarwal	7229865035	jyotiagarwal.cse22@jecrc.ac.in
1414239	Jaipur Engineering College and Research Centre, Jaipur	Tannay Sharma	6094027727	t1tanmaysharma@gmail.com
1557822	Jaipur Engineering College and Research Centre, Jaipur	Sarthak Jain	6397561936	sarthak85236@gmail.com
1561296	Jaipur Engineering College and Research Centre, Jaipur	Shikhar Pandit	9414387186	shikharpandit.k22@jecrc.ac.in
1560002	Jaipur Engineering College and Research Centre, Jaipur	Ayush Bansal	8068820127	ayushbansal.k22@jecrc.ac.in
1567196	Jaipur Engineering College and Research Centre, Jaipur	Vaibhav Sharma	7725040945	vaibhavsharma.k22@gmail.com
1561811	Jaipur Engineering College and Research Centre, Jaipur	Shubham Bhargava	9926579239	shubhambhargava.cse22@jecrc.ac.in
1401144	Jaipur Engineering College and Research Centre, Jaipur	Aashish Maheshwari	8792309819	m27nairjay@gmail.com
1576611	Jaipur Engineering College and Research Centre, Jaipur	Satvik Jain	9462694302	satvikjain11@rediffmail.com
1473204	Jaipur Engineering College and Research Centre, Jaipur	Saloni Gangwal	6377498629	jansaloni317@gmail.com
1579874	Jaipur Engineering College and Research Centre, Jaipur	DEVANSHI GAUTAM	9480117091	devanshigautamkafa@gmail.com
1580677	Jaipur Engineering College and Research Centre, Jaipur	Saloni Vyas	6378160052	salonivya51@gmail.com
1580254	Jaipur Engineering College and Research Centre, Jaipur	Gaurang Singhal	6376351248	gaurangsinghal122@gmail.com
1580540	Jaipur Engineering College and Research Centre, Jaipur	Gargi Jaman	9358197473	gargijaman005@gmail.com
1455727	Jaipur Engineering College and	Ashish	8433079377	ashishchripastar.k22@gmail.com

<https://mail.google.com/mail/u/1/?ik=790a9ee5a&view=pt&search=all&permthid=thread-Pf63A17191154157831896168&simlprmsg-f%3A171911E...> 4/7

12/14/21, 2:55 AM

JECRC Mail - Fwd: Elite NTH Final selects

	Research Centre, Jaipur	Shrivastav		
1577104	Jaipur Engineering College and Research Centre, Jaipur	Siddharth Jain	8955284570	siddharth204@gmail.com
1552891	Jaipur Engineering College and Research Centre, Jaipur	Vansh Kalra	6377477848	vanshkalra2255@gmail.com

Thanks & Regards,



Lakshmi Rajesh Nair | Global Campus Hiring Team - HR | Wipro Limited

Thane - Belapur Rd | Airoli | Navi Mumbai | Maharashtra 400706 | India

Mobile: +91- 7619458058

Build a better and bold

YOU

Give wings to your dream!



From: Lakshmi Nair Rajesh (Human Resources)

Sent: Thursday, 16 September, 2021 09:48 AM

To: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>

Subject: RE: Talent NXT

Hi Vinayak,

Kindly ask students to register under NTH.



<https://mail.google.com/mail/u/1/?ik=790a9eea5a&view=pt&search=at&permthid=thread-f%3A1719118415783189616&simpl=msg-f%3A1719118...> 5/7

14/21, 2:55 AM

JECRC Foundation

ation

JECRC Mail - Fwd: Elite NTH Final selects



Campus Hiring Updates

Wipro | Campus Hiring Update

Dear Young,

Jaipur Engineering College and Research Centre,

Greetings from Wipro!

Thank you for enabling the fresher recruitment for 2022 engineering graduates from your esteemed institution.

We are pleased to confirm the list of final selects in ELITE hiring process.

Name	Roll No.	College Name	Department	Course	Email ID
Shivam Gupta	18EJCEC143	Jaipur Engineering College and Research Centre, Jaipur	Department of Engineering	Electronics & Communication Engineering	sg493715@gmail.com
Sakshi Mishra	18EJCIT072	Jaipur Engineering College and Research Centre, Jaipur	Department of Engineering	Information Technology	sakshimishra.it22@gmail.com

We would like to congratulate the selected candidates and a very successful career ahead!

Kindly note that the shortlisted candidates will receive the Letter of Intent (LOI) through Superset platform after authentication process. The candidates are expected to accept the LOI within 15 calendar days. Where the final offer letter is issued after document verification and Audit clearance.

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

as://mail.google.com/mail/u/1/?ik=790a9eea5a&view=pt&search=all&permthid=thread-f%3A1719118415783189616&siml=msg-f%3A17

Harshita Sharma
Siddharth Singh
Samiran Bhattacharya
Mayank Gupta
Nilanshu Moolwani
Sameeksha Gupta
Naman Verma
Sarthak Agrawal
Kshitiz Khandal
Mohit Bansal
Sanchay Gupta
Raghav Nawal
Shubham Tiwari
Aayushi Soni
Gauri Tanwar
Mayank Khandelwal
G NAVEEN KUMAR
Prateek Rajput
Abhishek Sadhwani
Abhishek Tanwar
Adish Jain
Aditya Ranjan
Shivam Mishra
Mohit Nama
Shanky Agarwal
Ayush Gautam
Mahesh Jandwani
Agrawal Shriya Ravindra
Alisha Mishra
Komal Akar
manvendra singh
Ankit Bijarniya
Ankit Sagar
Naman Vijay
Aman Agarwal
Amit Singh
Anchal Soni
Aniruddh Sharma
Rajat Kumar
Anmol Khatod
Harshita Rathore
ANUJ JADAUN
Anurag Sharma
anushka yadav
Ashish Sharma
Harshit Mudgal
Vijay Chouhan
Mukul Gautam
Ashwin Dubey

Atisha Toshniwal
Ayushi Saxena
Krishan Gopal Joshi
Ayush Pal
Ayush Gupta
Naveen Soni
Shivang Sharma
Anirudh Rathore
Ritvik Mathur
Tanmay Khunteta
Siddharth Bhandari
Chayan Jain
darpan bafna
Delvin K Saju
Devender Singh
Dhananjay Sharma
Hiten Sambhwani
Chitransh Gaur
Girish Lakhwani
HARSHITA CHOUDHARY
Tarun Hiwal
Deepak Kumar
Inder Mohan Singh Dutt
Isha Bhansali
Shatakshi Sesodia
Akshita Jain
Deepak Jaiswal
Madhur Sharma
Jatin soni
Jatin Suthar
Jayesh Suthar
Vinay Sharma
Kavisha Manchanda
Kushagra Wadhwa
Mukul
Khushal Mehta
Tanveer Singh Shekhawat
Vivek Saraswat
Jalaj Mehta
Suraj Kumar Singh
Iuckey balragi
Lovely Dhanwani
Samyak Jain
Pallav Jain
Sejal Jain
Yashvardhan Singh Shekhawat
Somay Dhabhai
Virendra Singh
Priyansh Nema
Shailesh Singh

shubham lawania

Vishal singh jhala

PUNIT MODI

Pratyush Mishra

Vanshika Bajaj

Sarthak Kulshrestha

sumit kumar saini

Vinay Bang

Paawan Pandey

Shreya Roonwal

Pulkit Dhakar

Sakshi Pareek

Naman Jain

Aditya Pareek

Shubhaditya Varma

Vansh Chaudhary

Prima Prabhakaran Nair

Prateek Choudhary

Preeti Singhal

Shreyansh Sharma

Shaswat Jain

Shivam Singh

Rajat Agarwal

Ramratan Sharma

Aman Reel

yash gupta

Kuldeep Soni

Shivansh Agarwal

Tanmay Sharma

Gargi Jaiman

Gaurang Singhal

Saloni Gangwal

Ashish Maheshwari

Sakshi Mishra

Saloni Vyas

Sankalp Negi

Satvik Jain

Shivam Gupta

shivang sharma

shlok Pandit

shubham bhargava

Siddharth Jain

Vansh Kalra

Yash Panwar

Tushar Jain

Rashi Gupta

Himanshu Sahu

Ashish Mangal

YOJANA JAIMINI

Nikhil Gupta

Tushar Sharma

SEEMA JOSHI

Riya Dhaked

Jyoti Singhal

Girish Yadav

Ravi Jangid

kaushal sharma

Rishit Mangal

Pushpendra Singh Gurjar

Manish Kumar

Ishita Jain

aanchal bansal

Yash Lath

Nandini Singh

Neelam Meena

Anany Garg

Abhishek Dave

Abhishek Dudhani

Abhishek Jain

Mayank Kumar Batwal

Abin Varghese

Aditya Sharma

Pryas Jain

Gaurav Sahu

ADITI BIRLA

Aditya Birla

Pratibha Bothra

Pawan Kumar Baldewa

Arpit Jain

Meera Agrawal

Akshat Pareek

Sulekha gupta

VANSHIKA BORDIA

Srashti Gupta

Anirudhi Thanvi

Anjali

ANJALI MAHAWAR

Jatin Sharma

Arpan Nyati

Arpit Jain

Rohan Jain

Aryan Jain

chirag asawa

Astha Goyal

Lekhraj Paliwal

Vishal Kumar

Rishav Sharma

Ayush Sharma

DEEPAK ARORA

Kartik Joshi

Bhumi Gajjar
Rajat Pandey
INDRAJEET SINGH SHEKHAWAT
Raunak Kumar
Pratijwal Shrotriya
Harshita Chaudhary Chaudhary
Aditya Dadheech
Manik Gupta
Manan Sharma
Mohit Sharma
Deepak Moolani
Devanshi Nehra
Dewang Agarwal
Disha Jain
GARVITA JAIN
Ishika Garg
Harshit Tiwari
Harshita Jain
HIMANSHU KAPOOR
Sourabh Sikka
Jatin Balani
Milind Kumar
Sakshi Natani
Sakshya Garg
Rohit Joseph
Kartik Gupta
Pooja Agarwal
Mahendra Singh Solanki
Khushal vijay
Khushboo Jain
KHUSHBU JETHWANI
Arnav Nagayech
Megha Agarwal
Ashok Singh Gurjar
Shalu Jangid
Sarthak Arya
Suraj Bansal
Prachi Sinha
Vinay Saraf
Vishesh Agarwal
Rakshit Purohit
Shashwat Jain
Pradhumn Singh Parihar
Yuvraj singh Shaktawat
Tanmay Sharma
Piyush Kothari
Naman Khandelwal
satvik sain
Raj Shrivastava
Neha Mehar

Tanay Vijay
Shivansh Singh
Yash Panwar
Yoga Chhatwani

Ankit Sagar,

Jaipur

15th March 2022

Dear Ankit,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Ankit Sagar	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Resumes - JECRC test Shorlists 2022

1 message

JECRC- Placement <hrd@jecrc.ac.in>

Thu, Feb 23, 2023 at 9:57 PM

To: Aditi Khullar <aditi.khullar@jecrcu.edu.in>, Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>, "Mr. Vinayak Gupta" <vinayakgupta.hr@jecrcu.edu.in>

----- Forwarded message -----

From: **Abhilesh Mangal** <abhilesh.mangal@atcs.com>

Date: Tue, Oct 19, 2021 at 11:05 PM

Subject: RE: Resumes - JECRC test Shorlists 2022

To: JECRC- Placement <hrd@jecrc.ac.in>

Cc: Ramesh Rawat <dydirectorhr@jecrc.ac.in>, Director JECRC <director@jecrcmail.com>, Director HR Jecrc <directorhr@jecrc.ac.in>

Hi Team,

Please find attached list of final selected students. We are good to offer them. Kindly block them. Also, we will share final list tomorrow after completing remaining HR rounds.

Regards
Abhilesh

From: Abhilesh Mangal

Sent: 19 October 2021 09:17

To: JECRC- Placement <hrd@jecrc.ac.in>

Cc: Ramesh Rawat <dydirectorhr@jecrc.ac.in>; Director JECRC <director@jecrcmail.com>; Director HR Jecrc <directorhr@jecrc.ac.in>

Subject: RE: Resumes - JECRC test Shorlists 2022

Hello Team,

Please find attached list of selected students from tech round. We will have 48 students HR interview on Tuesday and remaining students round on Wednesday.

Regards
Abhilesh

From: JECRC- Placement <hrd@jecrc.ac.in>

Sent: 17 October 2021 18:51

To: Abhilesh Mangal <abhilesh.mangal@atcs.com>

Cc: Ramesh Rawat <dydirectorhr@jecrc.ac.in>; Director JECRC <director@jecrcmail.com>; Director HR Jecrc <directorhr@jecrc.ac.in>

Subject: Re: Resumes - JECRC test Shorlists 2022

CAUTION:EXTERNAL EMAIL: Click links or open attachments if its from a trusted sender.

Dear Sir,

Please find the zipped resumes of the 21 remaining students attached below: We have removed 2 students who are not eligible for the drive, please exempt them from the further process.

CHANDRASHEKHAR	BALOTIYA	csbalotiya@gmail.com	Not Eligible
Kapil	Jain	kapiljain0417@gmail.com	Not Eligible

First Name	Last Name	Email ID	Status
Nikhil	Gupta	nikhilgupta.cse22@jecrc.ac.in	Eligible
Bhawuk	Sharma	bhawuksharmabs2000@gmail.com	Eligible
Samiran	Bhattacharya	samiranb3010@gmail.com	Eligible
Rajat	Kumar	rajatkr83@gmail.com	Eligible
Abhishek	Kumar	abhishekK2273@gmail.com	Eligible
Gaurav		itsmeg.ranga@gmail.com	Eligible
Puneet	Bhargava	puneetbhargava.cse22@jecrc.ac.in	Eligible
Saurabh	Sharma	saurabh.sanjay109@gmail.com	Eligible
Mayank	Maloo	mayank.maheshwari.0610@gmail.com	Eligible
Sarthak	Bagherwal	sarthakbagherwal.cse22@jecrc.ac.in	Eligible
RAGHAV	NAWAL	nawalraghav1999@gmail.com	Eligible
Nirbhay	Jain	nirbhayjain10@gmail.com	Eligible
Vinay	Sharma	vinayrajesh1971@gmail.com	Eligible
Gauri	Yadav	yadavgauri07@gmail.com	Eligible
Anchal	Soni	anchal02soni@gmail.com	Eligible
PUNIT	MODI	punitmodi11@gmail.com	Eligible
Rohit	Choudhary	rkjat82d@gmail.com	Eligible
Aditya	Birla	adityabirla.cse22@jecrc.ac.in	Eligible
Devender	Singh	devendersingh3115@gmail.com	Eligible
sarthak	arya	sarthakarya.it22@jecrc.ac.in	Eligible
Abhinav	Saxena	abhinavs.me@gmail.com	Eligible



Final Selected Day 1 HR.xlsx

10K

Sr. No.	Candidate Name
1	Ankit Sagar
2	Ankit Singhal
3	Anmol Khatod
4	Anuj Sharma
5	Anul Jain
6	Ashish Sharma
7	Ayush Arya
8	Ayushi Saxena
9	Bhaskar Mamoria
10	Bhawuk Sharma
11	Rohan Goyal
12	Prateek Chaudhary
13	Priyansh Goyal
14	Prayas Jain
15	Raghav Nawal
16	Rahul Solanki
17	Rajat Kumar
18	Ritika Sharma
19	Ronak Goyal
20	Abin Varghese
21	Aditya Sharma
22	Samiran Bhattacharya
23	Sejal Jain
24	Shalu Jangid
25	Shatakshi Sesodiya
26	Shubham Lawania
27	Darpan Bafna
28	Deepak Arora
29	Deepak Jaiswal
30	Delvin K Saju

Anushka Yadav,

Jaipur

15-3-2022

Dear Anushka,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022 at ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE - A

COMPENSATION DETAILS		
Name	Anushka Yadav	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
House Rent Allowance	₹ 6,235	₹ 74,820
P.F Employer Contribution	-	-
ESI Employer Contribution	-	-
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 9,714	₹ 1,16,568
*Statutory Bonus	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment <i>(may vary as per leave balance)</i>	-	₹ 9,353
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	-	₹ 19,853
**Gratuity (Estimated)	-	₹ 8,993
Total (C)	-	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.**
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

www.atcs.com

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply, and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.
- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- d) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.
- e) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- g) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.
- b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.
- c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
 - b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
 - c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
 - d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
 - e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

CIN: U72900RJ2012PTC040142:

Ayush Arya,

Jaipur

15th March 2022

Dear Ayush,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Ayush Arya	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
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16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

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Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

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- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✗ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✗ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Ayush Gautam,

Jaipur

25-07-2022

Dear Ayush,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **16th August 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as per **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **16th August 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory


Satish Malhotra
Manager - HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE - A

COMPENSATION DETAILS		
Name	Ayush Gautam	
Designation	Trainee Engineer	
Date of Joining	16 th August 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
House Rent Allowance	₹ 6,235	₹ 74,820
P.F Employer Contribution	₹	₹
ESI Employer Contribution	₹	₹
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 11,514	₹ 1,38,168
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. Gross Salary: The component 'A' as mentioned in the above CTC Annexure -A
2. ESIC Employee's Contribution: If applicable, a contribution of 0.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. ESIC Employer's Contribution: If applicable, a contribution of 3.25% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. PF Employee's Contribution: If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. The above contribution may vary where basic is less than Rs 15000 or due to maximum amount capped not less than 1800. Please note, the Employee PF contribution will appear on the Salary slip.
5. PF Employer's Contribution: If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. Professional tax is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. Confidentiality: The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any erroneous payments being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. Submission of false, tampered or altered bills as proof for tax savings at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. Deductions per month from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for Gratuity as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available leave balance as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.
15. Medical and Accidental benefits as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply, and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline, and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data, or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials, and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.
- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague
- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- d) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.
- e) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- g) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organizations in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you are specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service, or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.
10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.

12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
 13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
 14. Retirement age will be 60 years.
 15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, color, age, disability, national origin, sexual orientation, military status, or any other legally protected status.
- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained, or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;
- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by "Individual" and deems it necessary to enter an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by "Individual" during engagement is maintained confidential during the term of engagement and thereafter.
- "Individual" acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.

- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “Individual”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “Individual” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “Individual” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “Affiliate” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “Authorized Use” shall mean the purposes for which the “Individual” is engaged by ATCS and for which the “Individual” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.
- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets , intellectual property rights of ATCS or its affiliates , as well as any other information

labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
 - ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
 - iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
 - iv. became publicly available other than through any act or omission of “*Individual*”
 - v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
 - vi. has to be made public due to mandatory law, courts or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.
- f. “Designs” shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements, and developments made or conceived by ATCS generally or by the “*Individual*” specifically (whether solely or jointly with anyone or furnished by ATCS to the “*Individual*” from time to time or obtained by ATCS from any third-party vendor or service provider.
- g. “Documentation” shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by “*Individual*” generally or specifically.

- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
- i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
- ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
- iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the "Individual" under any circumstances.

IN WITNESS WHEREOF the "Individual" herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, "Individual" acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its

obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.

- b. That he/she shall not disclose Confidential Information to others except:
- i. to persons working for ATCS on a need-to-know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that "*Individual*" shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals.
- d. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- e. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- f. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- g. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery

of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.
- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the "*Individual*" shall not in any manner be deemed to grant the "*Individual*" any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to "*Individual*" any right, title, or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by "*Individual*" and ATCS may use these materials in its own discretion. "*Individual*" does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by "*Individual*" in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

"Individual" shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

"Individual" expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, "Individual" acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer

systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.

- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.
- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices, or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be

installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses, and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
 - ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.
- I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”s term of engagement with ATCS effective from date of engagement you agree to confirm, comply, and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty,

discipline, and integrity, as well as high moral and ethical standards in the performance of
"Individual's obligations and in all business relationship with others.

- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- *"Individual"* agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our *"Individual"* during the period of *Individual's* service or even after the completion of tenure. It is *Individual's* prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Bhaskar Mamoria,

Jaipur

19-04-2022

Dear Bhaskar,

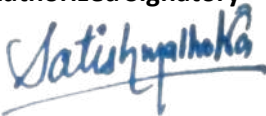
Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Kumar Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE - A

COMPENSATION DETAILS		
Name	Bhaskar Mamoria	
Designation	Trainee Engineer	
Date of Joining	11th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
House Rent Allowance	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 9,714	₹ 1,16,568
*Statutory Bonus	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment <i>(may vary as per leave balance)</i>	-	₹ 9,353
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	-	₹ 19,853
**Gratuity (Estimated)	-	₹ 8,993
Total (C)	-	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. Gross Salary: The component 'A' as mentioned in the above CTC Annexure A
2. ESIC Employee's Contribution: If applicable, a contribution of 0.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. ESIC Employer's Contribution: If applicable, a contribution of 3.25% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. PF Employee's Contribution: If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. The above contribution may vary where basic is less than Rs 15000 or due to maximum amount capped not less than 1800. Please note, the Employee PF contribution will appear on the Salary slip.
5. PF Employer's Contribution: If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. Professional tax is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. Confidentiality: The letter contains all details with regards to your salary, which supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any erroneous payments being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. Submission of false, tampered or altered bills as proof for tax savings at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. Deductions per month from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for Gratuity as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available leave balance as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.
15. Medical and Accidental benefits as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.



a **nagarro** company

Advanced Technology Consulting Service

Plot No. IT-A-014-A at Multi-Product
SEZ of M/s Mahindra World City
(Jaipur) Ltd, Village Kalwara, Tehsil
Sanganer, Jaipur, Rajasthan,
302033
Tele: +91-9116615391-94
www.atcs.com

16. Salary appraisal will be as per the ATCS Appraisal process on the above mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply, and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline, and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data, or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials, and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.
- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague
- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.

(ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.

- c) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- d) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not entitled to receive any FNF and relieving letter.
- e) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- g) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organizations in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the

organization & you are specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service, or this Offer prior to the expiry of the agreed period of service referred to herein above

- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.
- 10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
- 11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
- 12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
- 13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act,

1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

14. Retirement age will be 60 years.

15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, color, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained, or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;
- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by "Individual" and deems it necessary to enter an

agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during engagement is maintained confidential during the term of engagement and thereafter.

- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.
- Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.

- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
 - ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
 - iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
 - iv. became publicly available other than through any act or omission of "Individual"
 - v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
 - vi. has to be made public due to mandatory law, courts or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.
- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements, and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by

ATCS to the "Individual" from time to time or obtained by ATCS from any third-party vendor or service provider.

- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the "Individual" under any circumstances.

IN WITNESS WHEREOF the “Individual” herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

“Individual” shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, “Individual” acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need-to-know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that “Individual” shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS

that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals.

- d. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- e. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- f. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- g. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.
- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the "*Individual*" shall not in any manner be deemed to grant the "*Individual*" any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to "Individual" any right, title, or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by "Individual" and ATCS may use these materials in its own discretion. "Individual" does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by "Individual" in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

"Individual" shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

"Individual" expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, "Individual" acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.

- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.
- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.

- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices, or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.
- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.

- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

“Individual” acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *“Individual”* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *“Individual”*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *“Individual”*.

In the event of breach of the obligations of this Agreement by *“Individual”*, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses, and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of *“Individual”* shall not in any manner affect the rights of ATCS from claiming costs and damages from the *“Individual”* and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, *“Individual”* acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall

have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.



a **nagarro** company

Advanced Technology Consulting Service

Plot No. IT-A-014-A at Multi-Product
SEZ of M/s Mahindra World City
(Jaipur) Ltd, Village Kalwara, Tehsil
Sanganer, Jaipur, Rajasthan, _____
302033
Tele: +91-9116615391-94
www.atcs.com

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply, and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As "Individual" for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline, and integrity, as well as high moral and ethical standards in the performance of "Individual's obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- "Individual" agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our "Individual" during the period of Individual's service or even after the completion of tenure. It is Individual's prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Bhawuk Sharma,

Jaipur

15th March 2022

Dear Bhawuk,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Bhawuk Sharma	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Darpan Bafna,

Jaipur

15th March 2022

Dear Darpan,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Darpan Bafna	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Deepak Jaiswal,

Jaipur

15th March 2022

Dear Deepak,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Deepak Jaiswal	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Delvin K Saju,

Jaipur

15th March 2022

Dear Delvin,

Congratulations! We are pleased to offer you the role of "Trainee Engineer" with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

Divyansh Gupta,

Jaipur

15th March 2022

Dear Divyansh,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name Divyansh Gupta

Signature *Divyansh*

Date 11 July 2022

ANNEXURE – A

COMPENSATION DETAILS		
Name	Divyansh Gupta	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name Divyansh Gupta

Signature *Divyansh*

Date 11July2022

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: Divyansh Gupta

Signature: *Divyansh*

Date: 11 July 2022

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name Divyansh Gupta

Signature *Divyansh*

Date 11 July 2022

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name Divyansh Gupta

Signature

Divyansh

Date

11 July 2022

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “Individual” or developed by “Individual” solely or jointly with anyone pursuant to the performance of the “Individual’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “Individual” without the obligation of a confidentiality agreement or other restriction.
- ii. “Individual” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “Individual” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “Individual”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and "Individual" warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to "Individual". The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by "Individual".

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name: Divyansh Gupta

Place: Jaipur

Date: 11 July 2022

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name: Divyansh Gupta

Place: Jaipur

Date: 11 July 2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name: Divyansh Gupta

Place: Jaipur

Date: 11 July 2022

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name: Divyansh Gupta

Signature: *Divyansh*

Date: 11 July 2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Gaurav,

Jaipur

15th March 2022

Dear Gaurav,

Congratulations! We are pleased to offer you the role of "Trainee Engineer" with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as per **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

Grajwal Kumawat,

Jaipur

15th March 2022

Dear Grajwal,


Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Grajwal Kumawat	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Himanshu Bansal,
Jaipur

15th March 2022

Dear Himanshu,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Himanshu Bansal	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Jaiprakash Pandwal,

Jaipur

19th November 2021

Dear Jaiprakash,

Congratulations! We are pleased to offer you the role of **“Trainee Engineer”** with ATCS and confirm your joining date effective from **22nd November 2021** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 4,00,000 (Four Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as per **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **22nd November 2021** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

CIN: U72900RJ2012PTC040142:

ANNEXURE - A

COMPENSATION DETAILS		
Name	Jaiprakash Pandwal	
Designation	Trainee Engineer	
Date of Joining	22 nd November 2021	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,100	₹ 1,81,200
House Rent Allowance	₹ 6,040	₹ 72,480
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 4,740	₹ 56,876
*Statutory Bonus	₹ 3,098	₹ 32,172.85
Total (A)	₹ 30,977	₹ 3,71,728
Leave Encashment <i>(may vary as per leave balance)</i>	₹	₹ 9,060
Perquisites	₹	₹ 6,000
Medical & Accidental Insurance	₹	₹ 4,500
Total (B)	₹	₹ 19,560
**Gratuity (Estimated)	₹	₹ 8,712
Total (C)	₹	₹ 8,712
Total CTC (A) + (B) + (C)	₹ 30,977	₹ 4,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.**
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Completion of Probation Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process. During the probation period the notice period will be **1 months'** notice or salary (gross) in lieu thereof on both employer and employee end. On successful completion of the probation period the notice period of all the employees in ATCS will be **3 months** on both employer and employee end.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice or by giving **1 months'** notice or salary (gross) in lieu thereof, without assigning any reason based on the decision by the management and severity and sensitivity of the incident.

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remunerator basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague
- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.
- b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.
- c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. Notice Period

The notice period during the probation period is 1 month and after successful completion of the probation the notice period is 3 months. If your employment is governed by a service bond, your notice period will be 3 months as per the organization norms.

9. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above

- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
 - c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
 - d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
 - e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
10. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.
11. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
12. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
13. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
14. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.

15. Retirement age will be 60 years.

- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
- *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Javed Aktar,

Jaipur

15th March 2022

Dear Javed,

Congratulations! We are pleased to offer you the role of "Trainee Engineer" with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name Javed Akhtar Pathan

Signature



Date 02-05-2022

Krishan Gopal Joshi,

Jaipur

15th March 2022

Dear Krishan,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Krishan Gopal Joshi	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Kunal Mahajan,

Jaipur

15th March 2022

Dear Kunal,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Kunal Mahajan	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ ^{in writing} without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Mayank Gupta,

Jaipur

15th March 2022

Dear Mayank,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Mayank Gupta	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the "Individual" under any circumstances.

IN WITNESS WHEREOF the "Individual" herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, "Individual" acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that "Individual" shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Mohammad Kaif,

Jaipur

15th March 2022

Dear Mohammad,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Mohammad Kaif	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Mohammed Shoaib Khan,

Jaipur

15th March 2022

Dear Mohammed,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Mohammed Shoaib Khan	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Mohit Jain,

Jaipur

15-3-2022

Dear Mohit,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022 at ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE - A

COMPENSATION DETAILS		
Name	Mohit Jain	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
House Rent Allowance	₹ 6,235	₹ 74,820
P.F Employer Contribution	-	-
ESI Employer Contribution	-	-
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
Special Allowance	₹ 9,714	₹ 1,16,568
*Statutory Bonus	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment <i>(may vary as per leave balance)</i>	-	₹ 9,353
Perquisites	-	₹ 6,000
Medical & Accidental Insurance	-	₹ 4,500
Total (B)	-	₹ 19,853
**Gratuity (Estimated)	-	₹ 8,993
Total (C)	-	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites are the non-cash benefits which you will get for team collaboration activities like team lunch, outings etc. The perquisites cannot be en-cashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or on employee exit, whichever is earlier.**
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

www.atcs.com

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply, and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.
 - e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.

- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or
- (v) Furnishing or suppressing false material information or declaration. Without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.
- (vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- d) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.
- e) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- g) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than C, D and H or sudden un-informed exit of an employee.
- b) The employee will not be entitled to receive any salary if the exit of an employee is due to any of the reasons as specified above in clause 6 other than C, D and H.
- c) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
 - b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
 - c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
 - d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
 - e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.
9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you. You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
 11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
 12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
 13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
 14. Retirement age will be 60 years.
- *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*

Name

Signature

Date

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)

Issued on the date of Joining:

Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

CIN: U72900RJ2012PTC040142:

Mona Agrawal,

Jaipur

15th March 2022

Dear Mona,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Mona Agrawal	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ ^{in writing} without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Nirbhay Jain,

Jaipur

15th March 2022

Dear Nirbhay,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Nirbhay Jain	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Priyansh Goyal,

Jaipur

15th March 2022

Dear Priyansh,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Priyansh Goyal
Name


Signature

04-05-2022
Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Priyansh Goyal	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Priyansh Goyal
Name


Signature

04-05-2022
Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: Priyansh Goyal

Signature:



Date: 04-05-2022

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Priyansh Goyal
Name


Signature

04-05-2022
Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Priyansh Goyal
Name


Signature

04-05-2022
Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 24-01-2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Priyansh Goyal, residing at (Address) 20,sunrise colony , mansarovar , jaipur (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "*Individual*" is currently employed in the capacity of Trainee Engineer (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 04-05-2022
- Pursuant to his/her obligations, "*Individual*" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement
on 24-01-2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated 24-01-2022 (doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name: Priyansh Goyal

Place: Jaipur

Date: 04-05-2022

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name: Priyansh Goyal

Place: Jaipur

Date: 04-05-2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name: Priyansh Goyal

Place: Jaipur

Date: 04-05-2022

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.


The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name: Priyansh Goyal

Signature: 

Date: 04-05-2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Raghav Nawal,

Jaipur

15th March 2022

Dear Raghav,

Congratulations! We are pleased to offer you the role of "Trainee Engineer" with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name Raghav Nawal

Signature *Raghav*

Date 11-07-2022

Rohan Goyal,

Jaipur

15th March 2022

Dear Rohan,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Rohan Goyal
Name


Signature

11-07-2022
Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Rohan Goyal	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Rohan Goyal

Name



Signature

11-07-2022

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Rohan Goyal

Name:


Signature:

11-07-2022

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Rohan Goyal
Name


Signature

11-07-2022
Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Rohan Goyal

Name


Signature

11-07-2022

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 11-07-2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Mr. Rohan Goyal, residing at (Address) 84-AB Nirman Nagar Ajmer Road Jaipur 302019 (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "*Individual*" is currently employed in the capacity of Trainee Engineer (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 15-03-2022
- Pursuant to his/her obligations, "*Individual*" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on 11-07-2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated 11-07-2022 (doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name: Rohan Goyal

Place: Jaipur

Date: 11-07-2022

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name: Rohan Goyal

Place: Jaipur

Date: 11-07-2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name: Rohan Goyal

Place: Jaipur

Date: 11-07-2022

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name: Rohan Goyal

Signature: 

Date: 11-07-2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Shatakshi Sesodiya,

Jaipur

15th March 2022

Dear Shatakshi,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (*The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax*). Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

Shatakshi Sesodia

SSESODIA

11 July 2022

CIN: U72900RJ2012PTC040142:

ANNEXURE – A

COMPENSATION DETAILS		
Name	Shatakshi Sesodiya	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name
Shatakshi Sesodia

Signature
SSESODIA

Date
11 July 2022

CIN: U72900RJ2012PTC040142:

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

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to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:
Shatakshi Sesodia

Signature:
SSESODIA

Date:
11 July 2022

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Shatakshi Sesodia

Signature

SSESODIA

Date

11 July 2022

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

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- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

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3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

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- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Shatakshi Sesodia

Signature

SSESODIA

Date

11 July 2022

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 11 July 2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Shatakshi Sesodia, residing at (Address) Sesodia sadan,behind natraj adlabs,kota,Rajasthan (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of Trainee (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 15 March 2022
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

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- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “Individual” or developed by “Individual” solely or jointly with anyone pursuant to the performance of the “Individual’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “Individual” without the obligation of a confidentiality agreement or other restriction.
- ii. “Individual” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “Individual” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “Individual”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement
on 11 July 2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the "Individual" shall not in any manner be deemed to grant the "Individual" any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to "Individual" any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by "Individual" and ATCS may use these materials in its own discretion. "Individual" does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by "Individual" in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

"Individual" shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

"Individual" expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, "Individual" acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and "Individual" warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to "Individual". The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by "Individual".

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated 11 July 2022 (doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

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NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

Shatakshi Sesodia

Kota

11 July 2022

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ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Shatakshi Sesodia

Place:

Kota

Date:

11 July 2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name: Shatakshi Sesodia

Place: Kota

Date: 11 July 2022

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Shatakshi Sesodia

Signature:

SSESODIA

Date:

11 July 2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Shubham Lawania,

Jaipur

15th March 2022

Dear Shubham,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Shubham Lawania	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual*’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Vishakha Gupta,

Jaipur

15th March 2022

Dear Vishakha,

Congratulations! We are pleased to offer you the role of “**Trainee Engineer**” with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, *(The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)*. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory

Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Signature

Date

ANNEXURE – A

COMPENSATION DETAILS		
Name	Vishakha Gupta	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 3,926	₹ 47,115.47
Special Allowance	₹ 11,514	₹ 1,38,168
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Signature

Date

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. *Bonus paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Signature:

Date:

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and carry the **original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Signature

Date

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ ^{in writing} without prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name

Signature

Date

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of _____ ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and _____, residing at (Address) _____ (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of _____ (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated _____
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to "Sensitive Personal Information" as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. "Confidential Information" or "Information" shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled "Confidential" by ATCS or accessible to or provided to the "Individual" or developed by "Individual" solely or jointly with anyone pursuant to the performance of the "Individual's" obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term "Confidential Information", for the purpose of this Agreement, shall not include information which:

- i. is already known to "Individual" without the obligation of a confidentiality agreement or other restriction.
- ii. "Individual" demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. "Individual" can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of "Individual"
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court's or other authority's, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement on _____ (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated _____(doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidies
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “Individual”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:

Signature:

Date:

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)

Yajat Dhand,

Jaipur

15th March 2022

Dear Yajat,

Congratulations! We are pleased to offer you the role of "Trainee Engineer" with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only)**, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax)). Details of the CTC are attached herewith as per **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.



Name : Yajat Dhand

Signature

Date : 03/05/2022

Yavnika Mehta,

Jaipur

15th March 2022

Dear Yavnika,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name

Yavnika Mehta

Signature



Date

03/05/2022

CIN: U72900RJ2012PTC040142:

ANNEXURE – A

COMPENSATION DETAILS		
Name	Yavnika Mehta	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name

Yavnika Mehta

Signature



Date

03/05/2022

CIN: U72900RJ2012PTC040142:

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name:

Yavnika Mehta

Signature:



Date:

03/05/2022

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name

Yavnika Mehta

Signature



Date

03/05/2022

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **Without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

- 9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name
Yavnika Mehta

Signature



Date
03/05/2022

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 03/05/2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Individual, residing at (Address) Jagatpura, Jaipur (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology.

- The "Individual" is currently employed in the capacity of Intern (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 03/05/2022
- Pursuant to his/her obligations, "Individual" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “*Individual*” or developed by “*Individual*” solely or jointly with anyone pursuant to the performance of the “*Individual’s*” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “*Individual*” without the obligation of a confidentiality agreement or other restriction.
- ii. “*Individual*” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “*Individual*” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “*Individual*”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement
on 11/07/2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

Type text here

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “*Individual*” shall not in any manner be deemed to grant the “*Individual*” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “*Individual*” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “*Individual*” and ATCS may use these materials in its own discretion. “*Individual*” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “*Individual*” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“*Individual*” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“*Individual*” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “*Individual*” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and *"Individual"* warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to *"Individual"*. The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by *"Individual"*.

In the event of breach of the obligations of this Agreement by “Individual”, he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of “Individual” shall not in any manner affect the rights of ATCS from claiming costs and damages from the “Individual” and other available remedies under law, equity or under the Employment/Appointment Letter dated 11/07/2022 (doj) and this Agreement. Further, “Individual” acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

“Individual” acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney’s fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name:

yavnika Mehta

Place:

Jaipur

Date:

03/05/2022

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name:

Yavnika Mehta

Place:

Jaipur

Date:

03/05/2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✕ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✕ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During “*Individual*”’s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name:
Yavnika Mehta

Signature:


Date:
03/05/2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)



Ms Sijo Head - Corporate Relations Placements JECRC <sijo.joji@jecrcu.edu.in>

Atelier Insurance Campus Drive Student List

Rohit <hr@atelierinsurance.com>

Mon, Dec 6, 2021 at 6:35 PM

To: Ms Sijo Head - Corporate Relations Placements JECRC <sijo.joji@jecrcu.edu.in>

Dear Ms. Sijo,

We have finalised on 5 students and will see if we can work with one of them whom we have rejected in another 10-15 days

I would be needing a tentative date so they may join us and release the offer letter accordingly .

Thanks and regards,



Disclaimer:- The information contained in this electronic message and any attachments to this message are intended for the exclusive use of the addressee(s) and may contain proprietary, confidential or privileged information. If you are not the intended recipient, you should not disseminate, distribute or copy this Email. Please notify the sender immediately and destroy all copies of this message and any attachments contained in it.

[Quoted text hidden]



Atelier JCERC Final candidates DEC-21.xlsx

9K

ATELIER Recruitment Shortlisted for Final round.								
S.NO	Email Address	Name of the Candidate	Gender	EMAIL ID	Campus	College Registration ID	Mobile No.	Branch
1	neha.19bban081@jecrcu.edu.in	Neha Sharma	Female	nehamudgal185@gmail.com	JECRC University	19BBAN081	9521516670	BBA
2	varunnjain11@gmail.com	Varun Jain	Male	varunnjain11@gmail.com	JECRC University	20MBAN053	9351678053	MBA
3	karan.19bban054@jecrc.edu.in	Karan Bhatia	Male	karan.19bban054@jecrc.edu.in	JECRC University	19BBAN054	9529305395	BBA
4	neeraj.g1310@gmail.com	Neeraj Gupta	Male	neeraj.g1310@gmail.com	JECRC University	20mban019	7823051850	MBA
6	aayushi.19bban186@jecrcu.edu.in	Aayushi khandelwal	Female	aayushi.19bban186@jecrcu.edu.in	JECRC University	19bban186	7014503934	BBA



ATELIER INSURANCE BROKING PRIVATE LIMITED

Employment offer letter

Name: Karan Bhatia,
Address: 191 Frontier Colony Adarsh Nagar Jaipur- 302004
Contact no: - +919529305395
17-December-2021

Subject: Offer of employment as a Dynamic Manager General Vertical.

Dear Karan Bhatia,

It is my pleasure to extend you an offer of employment with the company Atelier Insurance Broking Pvt. Ltd. (hereinafter referred as "*the company*") as a **Dynamic Manager General Vertical**. You shall report to the Branch Manager and other managers as may be instructed to you from time to time. You must submit the signed copy of this letter by **24th December, 2021**. This offer is subject to the following terms and conditions:

1. **EMPLOYMENT**

- 1.1 The date of Reporting will be **17-January-2021** and thereafter the joining process shall commence.
- 1.2 This is a full-time position, wherein you shall agree to devote all the time and attention as may be required for the position you seek in the organization
- 1.3 All information provided as well as documents submitted by you with this Letter is truthful and accurate. Employment subject to background satisfactory reference, verification, criminal, financial as required by the Company. Employment will be terminated in the event of unsatisfactory/negative background check.
- 1.4 Employee is free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any Letter or restrictive condition that he may have with any third party including former employers.
- 1.5 Initial six months from the date of joining will fall under probation period. In the probation period your employment can be terminated without any notice. You will be automatically confirmed as an employee of "The company" after successful completion of your probation period.
- 1.6 The Employee shall not commit any act or misconduct, or commit any acts subversive to the discipline of the Company, or otherwise misbehave in a manner that would be construed as being in violation of the rules of the Company for the time being enforced. Employee shall never accept any type of cash/cash transaction directly or indirectly from customer.
- 1.7 As an employee of the Company, you will abide by the Company's rules and regulations.

R/O: A-675, Siddharth Nagar, Near Airport Terminal 2, JLN Road Jaipur 302017
Email: info@atelierinsurance.com Contact No: +91-7240393939; +91-141-2947487

Registration No. 760, Registration Code No. IRDA/DB837/20, valid till 21/07/2024,
License category- Direct Broker (Life & General)CIN: U66010RJ2020PTC070735

2. **PLACE OF WORK**

Your place of posting will be A-675, Siddharth Nagar, Jaipur, Rajasthan, India. You may be asked upon to work at the other offices of “the company” and its customers located in India. However, your services are transferable to any office or place of the Company or to any subsidiary or associate company. Refusal to accept such transfer or assignment may lead to management action toward the employment.

3. **REMUNERATION AND BENEFITS**

- 3.1 The salary package is mentioned under Annexure A.
- 3.2 The first salary will be paid after completing your 45 days of employment. No remuneration will be paid if you leave your job before the said 45 days time period.
- 3.3 The basic salary is payable every month after deductions and as per applicable provisions required by the government authorities at your place of posting in India. The compensation break up has been shown in the Annexure A. You will not get any overtime compensation.
- 3.4 Acceptable level of performance; failure to which may lead to PIP, termination if no improvement is shown.

4. **Non-competition**

During the term of this offer contract, you shall not, directly or indirectly, engage in any business, commercial or professional activity which the Management of “The company” deems to interfere with the business of “the company”, or with the performance of duties by you.

- 4.1 Employee agrees not to have or enter into any other written or oral agreement of employment with any entity or person other than “the company” during the term of his/her employment.
- 4.2 Employee further agrees not to provide any services for any other entity on a formal or informal basis which may compete, directly or indirectly, with any of the services of “the company” currently provides or may provide during the term of this contract, up to one year after termination of his/her employment.
- 4.3 Employee agrees not to work for the customers of “the company” directly or indirectly after the termination of his/her employment.

In case of breach of this clause the employee agreed to pay of Rupees 50,000 (Fifty thousand) plus Rupees 5000 (Five thousand) for each day this situation continues.

5. **TERMINATION**

- 5.1 It is clarified that upon termination of this Letter, the Employee shall cease to be an Employee of the Company. The management of the Company reserves the sole right to extend the termination of this Letter.
- 5.2 After your confirmation as an employee of “The company” you or company can end your contract with the company with one month notice from either side.
- 5.3 Upon termination of the employee, the Employee shall hand over all the documents and materials belonging to the Company, including any proprietary rights, Intellectual Property Rights and Confidential Information, which may be in the possession of the Employee at the time of termination of this Letter.

- 5.4 Termination of this Letter for any reason shall not entitle the Employee to any compensation for loss of office under the Companies Act and he shall only be entitled to such dues as may be contractually or statutorily payable in terms of this Letter.
- 5.5 Subject to the other terms of this Letter upon cessation of this Letter for any reason (either by of way termination by the Company or resignation by the Employee or retirement of the Employee in accordance with Company policies), the Employee shall cease to be an employee of the Company.
6. Employee agrees to comply with proprietary information and nondisclosure agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and nondisclosure of proprietary information.

If you accept this offer, please sign this letter and enclosed Annexure, and return them to “the company”, at A-675, Siddharth Nagar, Nr. Airport T-2, JLN Road, Jaipur-302018, Rajasthan. This offer will remain open for 7 days from receipt.

Let me close by reaffirming our belief that the skills and background you bring to the company will be instrumental to the future success of the Company. We believe that the single most important factor in our success has been our people. We look forward to working with you very soon.

Rohit Singh Shekhawat
Manager- Human Resource

Accepted

Date

Place

Annexure A

The following table shows the annual salary breakup for the employee. The total salary will be payable in 12 equal monthly installments.

Name: Karan Bhatia		
Designation: Dynamic Manager General Vertical		
Components	Annually	Monthly
Fixed Component		
Basic	180000	15000
House Rent Allowance	36000	3000
Transport Allowance	36000	3000
Special Allowance	108000	9000
Benefits		
Employer contribution to PF	NA	NA
Gratuity	NA	NA
Medical Insurance Premium	NA	NA
Total CTC	360000	30000

Note:-

*After evaluation of your performance on monthly basis, Performance Linked Incentive if incurred any, shall be paid monthly.

**CTC is subject to applicable tax deductions.

Accepted

Date

Place

DOCUMENTS TO BE SUBMITTED

1. Photographs: 5 passport size and 2 stamp size on a white background in formal attire.
2. Proof of date of birth:
 1. 1st preference—SSC Board Certificate/Leaving Certificate
 2. 2nd preference—Copy of Passport/ PAN Card/ Aadhar Card
 3. 3rd preference—Copy of driving license/Voter ID Card
3. Address Proof (any one) : Electric bill/ Phone bill/ Bank Statement/ Other bills / Passport/ Lease agreement/ Voter ID/ Adhar card etc.
4. Educational certificates: 10th std. mark-sheet and passing certificate, 12th std. mark-sheet and passing certificate, graduation mark-sheets and passing certificates, provisional certificates, degree / diploma certificates, additional course certificates and extra-curricular activities certificates.
5. From the previous organization:
 1. Relieving letter, Work experience certificate, Appointment letter
 2. Pay slip copy, previous three months bank statements, Form-16, Income Tax returns.
6. PAN card copy / Form 49
7. Cancel Cheque Copy.
8. Also, please note that all the Documents have to be SELF-ATTESTED in full signature.

Please Note:

* You will be dressed in formals on the day of joining and appropriately groomed.

* If all the required forms are not duly filled & documents produced (along with Originals) with required photocopies and photographs, the candidate's JOINING WILL BE POSTPONED.



ATELIER INSURANCE BROKING PRIVATE LIMITED

Employment offer letter

Name: Neha Sharma,

Address: 17-B , Dr. Rajendra Prasad Nagar, Near By Mansarovar Metro Station ,Jaipur

Contact no: +919521516670

17-Dec-2021

Subject: Offer of employment as a Dynamic Manager

Dear Neha Sharma,

It is my pleasure to extend you an offer of employment with the company Atelier Insurance Broking Pvt. Ltd. (hereinafter referred as "the company" as **Dynamic Manager Life and Health Vertical** . You shall report to the Branch Manager and other managers as may be instructed to you from time to time. You must submit the signed copy of this letter by 24th december, 2021. This offer is subject to the following terms and conditions:

1. **EMPLOYMENT**

- 1.1 The date of Reporting will be 17-January-2021 and thereafter the joining process shall commence.
- 1.2 This is a full-time position, wherein you shall agree to devote all the time and attention as may be required for the position you seek in the organization
- 1.3 All information provided as well as documents submitted by you with this Letter is truthful and accurate. Employment subject to background satisfactory reference, verification, criminal, financial as required by the Company. Employment will be terminated in the event of unsatisfactory/negative background check.
- 1.4 Employee is free to enter into employment with the Company without violation of any third party rights and that the employment with the Company shall not result in a violation of any Letter or restrictive condition that he may have with any third party including former employers.
- 1.5 Initial six months from the date of joining will fall under probation period. In the probation period your employment can be terminated without any notice. You will be automatically confirmed as an employee of "The company" after successful completion of your probation period.
- 1.6 The Employee shall not commit any act or misconduct, or commit any acts subversive to the discipline of the Company, or otherwise misbehave in a manner that would be construed as being in violation of the rules of the Company for the time being enforced. Employee shall never accept any type of cash/cash transaction directly or indirectly from customer.
- 1.7 As an employee of the Company, you will abide by the Company's rules and regulations.

R/O: A-675, Siddharth Nagar, Near Airport Terminal 2, JLN Road Jaipur 302017

Email: info@atelierinsurance.com Contact No: +91-7240393939; +91-141-2947487

Registration No. 760, Registration Code No. IRDA/DB837/20, valid till 21/07/2024,
License category- Direct Broker (Life & General)CIN: U66010RJ2020PTC070735

2. **PLACE OF WORK**

Your place of posting will be A-675, Siddharth Nagar, Jaipur, Rajasthan, India. You may be asked upon to work at the other offices of “the company” and its customers located in India. However, your services are transferable to any office or place of the Company or to any subsidiary or associate company. Refusal to accept such transfer or assignment may lead to management action toward the employment.

3. **REMUNERATION AND BENEFITS**

- 3.1 The salary package in mentioned under Annexure A.
- 3.2 The first salary will be paid after completing your 45 days of employment. No remuneration will be paid if you leave your job before the said 45 days time period.
- 3.3 The basic salary is payable every month after deductions and as per applicable provisions required by the government authorities at your place of posting in India. The compensation break up has been shown in the Annexure A. You will not get any overtime compensation.
- 3.4 Acceptable level of performance; failure to which may lead to PIP, termination if no improvement is shown.

4. **Non-competition**

During the term of this offer contract, you shall not, directly or indirectly, engage in any business, commercial or professional activity which the Management of “The company” deems to interfere with the business of “the company”, or with the performance of duties by you.

- 4.1 Employee agrees not to have or enter into any other written or oral agreement of employment with any entity or person other than “the company” during the term of his/her employment.
- 4.2 Employee further agrees not to provide any services for any other entity on a formal or informal basis which may compete, directly or indirectly, with any of the services of “the company” currently provides or may provide during the term of this contract, up to one year after termination of his/her employment.
- 4.3 Employee agrees not to work for the customers of “the company” directly or indirectly after the termination of his/her employment.

In case of breach of this clause the employee agreed to pay of Rupees 50,000 (Fifty thousand) plus Rupees 5000 (Five thousand) for each day this situation continues.

5. **TERMINATION**

- 5.1 It is clarified that upon termination of this Letter, the Employee shall cease to be an Employee of the Company. The management of the Company reserves the sole right to extend the termination of this Letter.
- 5.2 After your confirmation as an employee of “The company” you or company can end your contract with the company with one month notice from either side.
- 5.3 Upon termination of the employee, the Employee shall hand over all the documents and materials belonging to the Company, including any proprietary rights, Intellectual

Property Rights and Confidential Information, which may be in the possession of the Employee at the time of termination of this Letter.

- 5.4 Termination of this Letter for any reason shall not entitle the Employee to any compensation for loss of office under the Companies Act and he shall only be entitled to such dues as may be contractually or statutorily payable in terms of this Letter.
- 5.5 Subject to the other terms of this Letter upon cessation of this Letter for any reason (either by of way termination by the Company or resignation by the Employee or retirement of the Employee in accordance with Company policies), the Employee shall cease to be an employee of the Company.
- 6. Employee agrees to comply with proprietary information and nondisclosure agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company and nondisclosure of proprietary information.

If you accept this offer, please sign this letter and enclosed Annexure, and return them to “the company”, at A-675, Siddharth Nagar, Nr. Airport T-2, JLN Road, Jaipur-302018, Rajasthan. This offer will remain open for 7 days from receipt.

Let me close by reaffirming our belief that the skills and background you bring to the company will be instrumental to the future success of the Company. We believe that the single most important factor in our success has been our people. We look forward to working with you very soon.

Rohit Singh Shekhawat
Manager- Human Resource

Accepted

Date

Place

Annexure A

The following table shows the annual salary breakup for the employee. The total salary will be payable in 12 equal monthly installments.

Name: Neha Sharma		
Designation: Dynamic Manager		
Department: Life and Health Vertical		
Components	Annually	Monthly
Fixed Component		
Basic	168000	14000
House Rent Allowance	33600	2800
Transport Allowance	33600	2800
Special Allowance	100800	8400
Benefits		
Employer contribution to PF	NA	NA
Gratuity	NA	NA
Medical Insurance Premium	NA	NA
Total CTC	336000	28000

Note:-

*After evaluation of your performance on monthly basis, Performance Linked Incentive if incurred any, shall be paid monthly.

**CTC is subject to applicable tax deductions.

Accepted

Date

Place

DOCUMENTS TO BE SUBMITTED

1. Photographs: 5 passport size and 2 stamp size on a white background in formal attire.
2. Proof of date of birth:
 1. 1st preference—SSC Board Certificate/Leaving Certificate
 2. 2nd preference—Copy of Passport/ PAN Card/ Aadhar Card
 3. 3rd preference—Copy of driving license/Voter ID Card
3. Address Proof (any one) : Electric bill/ Phone bill/ Bank Statement/ Other bills / Passport/ Lease agreement/ Voter ID/ Adhar card etc.
4. Educational certificates: 10th std. mark-sheet and passing certificate, 12th std. mark-sheet and passing certificate, graduation mark-sheets and passing certificates, provisional certificates, degree / diploma certificates, additional course certificates and extra-curricular activities certificates.
5. From the previous organization:
 1. Relieving letter, Work experience certificate, Appointment letter
 2. Pay slip copy, previous three months bank statements, Form-16, Income Tax returns.
6. PAN card copy / Form 49
7. Cancel Cheque Copy.
8. Also, please note that all the Documents have to be SELF-ATTESTED in full signature.

Please Note:

* You will be dressed in formal on the day of joining and appropriately groomed.

* If all the required forms are not duly filled & documents produced (along with Originals) with required photocopies and photographs, the candidate's JOINING WILL BE POSTPONED.



Appointment Letter

Dear Rahul,

Date: 13th June 2022

We are pleased to appoint you **Rahul** S/o: Shiv Shankar Lal Das, Address: - Bijalpura, Madhubani, Bihar- 847229 with **Technology Mindz (A Unit of Prachit Technology Services Pvt. Ltd.)** as **Business Development Executive**. This letter ("Appointment Letter") confirms terms and conditions with respect to your planned employment with the Company.

1. Your salary for every calendar month shall be as per enclosed Annexure 1. It is further understood and agreed that in case, due to change in any legal enactments or other legal requirements, the Company may be required to pay any sum by way of statutory payments (including PF, etc.) the salary as stated above will be recomputed so that there will be no change in the cost to the Company ("CTC"). The contents of Annexure 1 is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever.
2. Your appointment stands effective from the day you join to your duty in the Company ("13th June 2022"); however, this Appointment Letter will be fully binding on you.
3. You may be eligible for other benefit plans as adopted by the Company from time to time. The terms of those plans shall be determined by the Company or hereafter amended and shall be governed by the terms or applicable plans or award agreement plans or awards provided to you.
4. The Company reserves the right to change or modify the manner, composition, or mode of your compensation at its own discretion.
5. You shall comply with the leave, attendance and related policies in accordance with the policies of the Company.
6. Subject to this clause 6, you will be on a probation period for the initial three months of your employment ("Probationary Period") with the Company and based on the assessment of your performance, which shall be solely decided by the Company, your Probationary Period can get extended.

Technology Mindz (A Unit of Prachit Technology Services Private Limited)

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7. You may terminate your employment with the Company by providing us with minimum 2 months of notice. During the Probation Period, the Company may notify termination of your employment with immediately effect. Subject to clause 8 and post successful completion of your Probation Period, the Company may terminate your employment by providing a notice of **2 months**.
8. Notwithstanding anything mentioned under this Appointment Letter and subject to the Company's sole decision relating to the Company's best interests and the prevalent business requirements, the Company will have the right to terminate your post Probation Period employment by providing one month of prior notice.
9. After successful completion of your probation, you will be confirmed as a permanent employee of the Company and you will be entitled to statutory and service benefits and be governed by discipline and Company policies, existing or that may come into existence from time to time as and when applicable as per policies of the Company, and such other benefit as applicable to employees in force from time to time to the location/place wherever you are working.
10. Your future increments or promotion or any other salary increase shall, be based on the merit of your performance, considering your periodic and consistent overall performance, business conditions, and other parameters, as may be fixed by the Company, from time to time at the discretion of the Company management and shall not be considered merely as a matter of your right.
11. During the period of your service with the Company, you shall not indulge and/or take part in any activity of formation of the council and/or association, which is found to be detrimental in the interest of the Company in any way, such action shall be deemed as a violation of the service conditions of the Company and amount to causing damage to its interest and shall call for disciplinary action being taken against you, as the Company may deem fit and appropriate.
12. Back-Ground Checks
 - a. The Company reserves the right to carry out your reference verifications or background checks before or after you joined the Company.
 - b. Such background checks and reference verifications, amongst others, would include past employment and salary (this will include your immediate employer before joining us), criminal records, countries resided in or worked in, etc.
 - c. The Company reserves the right to carry out banned/illegal drugs/narcotics substance screening tests on you at any point in time during your employment with us.

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- d. You understand and acknowledge that the stated checks are a requirement, and you have no objections whatsoever if such checks, banned/illegal drugs/narcotics substance screening tests, and verifications are carried out by the Company, or a third-party agency engaged by the Company.
- e. Arising out of such verification or check or otherwise, if it is detected that the information furnished by you in your application is misstated or is concealed or documents submitted by you are not correct or banned/illegal drugs/narcotics substance screening test results are found to be positive in your reports, the Company shall, at its sole discretion be entitled to forthwith terminate and or revoke your appointment with the Company, without further reference in the matter.
- f. In addition to the Company's right to carry out the above verifications, you shall fill in and sign the Criminal Disclosure Declaration, form of which will be provided by the Company.
- g. In the event, you have been accused, charged, and/or convicted for any criminal offense, the Company shall have the right to revoke or terminate this offer letter and/or your employment with us forthwith.
- h. In the event of suppression of any facts, the Company at its sole discretion reserves the right to terminate your employment with us or take appropriate disciplinary action against you as it may deem fit.
- i. You confirm and represent that there no existing personal circumstances which are likely to affect your ability to discharge your obligations in the course of your employment with us.
- j. You further undertake to notify your manager and your HR POC immediately of any material change in personal circumstances that may have an impact on the status of your employment including, but not limited to, for example, criminal convictions and/or cases pending and/or health declaration and/or right to work in the country where work is to be performed.
- k. Your employment is subject to you being found and certified medically fit by our designated medical consultants ("Medical Authority") and hence you are required to undergo a pre-employment medical examination. After joining into the Company's rolls, your retention in Company's services will be subject to you maintaining yourself in a state of medical fitness, which will be as per medical fitness norms and standards laid down from time to time and which will have to be duly certified by the Company's Medical Authority.

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13. During the tenure of your employment with the Company, you will wholly devote yourself to the work assigned to you and will not undertake any other employment either on a full or part-time basis without prior permission of the Company in writing. Any contravention of the conditions stated in this clause will entail immediate termination of your services from the Company without requirement of any notice, with no liability on the part of the Company, including for payment of any compensation instead of such notice. You will also not seek membership of any private, local, or public bodies without first obtaining specific permission of the management. In the event of you becoming a member without following due process as mentioned herein, such acts shall amount to a contravention of a provision of your employment and the Company management reserves the right to take appropriate action including termination of your services with the Company, as it may deem fit.
14. In the event you are absent from duty, without information or permission of leave or you overstay your sanctioned leave, the Company will treat as you having voluntarily abandoned the services of the Company.
15. Your services are liable to be terminated at any time without any compensation upon the occurrence of the following:
 - a. Immediately upon the Company becomes aware of your conviction by the court of law (if any) during the tenure of your service with us or conviction and/or any bad record in the past under the previous employer, or because of your giving false information at the time of your appointment or concealed any material information or given any false details in the application form or otherwise as regard age, education qualification, experience, salary, etc.
 - b. Theft, dishonesty
 - c. Harassment of a colleague or customer
 - d. Repeated and serious failure to follow reasonable instruction, poor performance
 - e. Deliberate destruction of any property belonging to the Company
 - f. Actions that seriously damage the Company reputation
16. Your obligations upon termination

Upon the termination of your employment with us for whatever reason, or at any other time if so requested by the Company, you shall immediately return to the Company all information, material, or property (including but not limited to computer disks, printouts, manuals, reports, letters, memos, plans, diagrams, security cards, keys, and laptop computers) either belonging to the Company or is part of the responsibility of the Company and all copies of that material, which are in your possession or are under your control.

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17. You will keep the Company informed of any change in your residential address during your employment with the Company.
18. All documents, plans, drawings, prints, trade secrets, technical information, reports, statements, correspondence, business or administrative or organizational matters, etc, written or unwritten, information and instructions of the Company and it's customers, ("Confidential Information") that pass through to you or come to your knowledge shall be treated as confidential. You shall not disclose the Confidential Information or utilize the Confidential Information for your personal or any third-party use or disclose them to other persons during or after your employment with us.
19. During your employment with the Company you may acquire, gain, gather and develop knowledge of and be given access to the business information about products activities, know-how, methods or refinements, business plans and business secrets, and other information concerning the products/business or the Company, hereinafter called the "Secrets". You shall not utilize the Secrets for your personal or any third-party use or disclose them to other persons. You will be liable for prosecution for damages for divulgence, sharing, or parting any of such Secrets during or after your employment with us.
20. Considering that the Company will be investing on your training and also will be sharing niche and sensitive nature of the Company's technology and that you will be provided with complete, good faith based, access to all the copyrights, customers and assets of the Company, you agree that:
 - a. at no time during the term of your employment with the Company and for a period of 1 year from your termination, you will engage in any business activity which is competitive with the Company nor work for any company which competes with the Company.
 - b. for a period of 2 years from your termination, you will not join, as an employee, with any of our competitors who are serving any of our current or past customers/clients.
 - c. for a period of one (1) year immediately following the termination or expiry of your employment with the Company, you will not, for self or on behalf of any other person or business enterprise, engage in any business activity which competes with the Company.
 - d. cause or attempt to cause the following persons/entities:
 - i. any employee, consultant, agent or other representative of the Company
 - ii. any contractor, vendor or supplier of the Company
 - iii. any customer of the Company
 - iv. to cease or terminate their relationship with the Company.
 - e. Directly or indirectly work with the following persons/entities:
 - i. any employee, consultant, agent or other representative of the Company

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- ii. any contractor, vendor or supplier of the Company
 - f. In the event of your leaving the Company's services, you agree not to take up employment or enter into any type of business/commercial association with any of the Company's clients either directly or indirectly, for two years from the date of cessation of your employment with us.
21. You agree to fully safeguard Company's and its customers intellectual property rights and confidential information even after termination of your employment with the Company.
 22. You agree that intellectual property ownership of all software, systems, ideas, concept, designs, documentation, or any other material produced by you during the period of your employment, with us, ("Developed IP") will either belong to us or that of our customer. You further agree that you will not have any rights to Developed IP and you will do all such acts as may be required for ensuring compliance of this clause.
 23. During your employment, you will comply with the provisions of the Company's policies, including Information Security Policies and Procedures at all times and which shall extend beyond the normal working hours, whether inside or outside the office premises. The working hours applicable to you will dependent on the end customer requirements, the place of your posting and the same will be decided based on the sole discretion of the Company and you agree to abide with the working hours requirements as may amended from time to time. You hereby declare to be available to work on any shifts, as may be warranted by the Company's/Client's work requirements. You hereby provide your full consent to work in shifts or on holidays and weekends depending on the nature of the project and you shall be eligible for allowance as detailed in the Company's Policy on Shift Allowance in India.
 24. You will also classify & manage all data under your control as per the Company's policies. Non-conformation with the Information security policies & procedures, copying software & other proprietary material in use or stored at the Company & non-compliance with various legal & contractual requirements about the protection of personal data will be viewed very seriously and will attract strict disciplinary action as per the disciplinary procedures of the Company. You will be fully responsible for the protection and furtherance of the Company's best interests at all times, including after you cease to be on the Company's rolls.
 25. You shall faithfully and to the best of your ability perform your duties that may be entrusted to you from time to time by the Company management. You will be bound by rules, regulations, and orders promulgated by the Company management about conduct, discipline, and policy matters.
 26. During your employment with the Company, you may be given or handed over the Company property and/or equipment for official use and you shall take utmost care of them including their upkeep.

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27. Any balance of your advance or loan, taken by you from the Company, shall be fully recoverable by the Company from your salary and/or any other legal dues including Gratuity, at the time of your termination from the Company.
28. On resignation/cessation of your employment with the Company your full and final settlement will be processed upon completion of **30 days** from the last working day with the Company.
29. If and when your services are either terminated by the Company, for whatever reasons, or if you resign from your services from Company, within 6 months from DOJ, you hereby expressly agree that you shall forego any and all of your final settlement and related benefits.
30. While working as an employee if you enter into any business transaction with any third party on behalf of the Company within your authorized permissible limits, it shall be your responsibility to ensure recovery of any outstanding (“Third Party Outstanding”) from such third parties. If any Third-Party Outstanding remain at the time of your termination of your services with the Company, it shall be your responsibility to ensure full recovery of all such Third Party Outstanding to the Company before you proceed to settle your full and final legal dues from the Company.
31. The Company shall, if so required to, deduct income tax at source as per provision of the applicable Income Tax Act/Rules. Accordingly, you are required to submit all required proof of permitted savings/investments and other details from time to time to enable the Company to comply with the provisions of law. In the event of non-compliance by you as aforesaid if the Company is required to pay any interest or payment under the applicable law, it shall deduct the amount, as may be paid or payable from your salary or any other payments and you shall allow the Company to comply with these requirements without objection.
32. You are required to return a copy of this Appointment Letter duly signed as a token of your acceptance of the terms and conditions stated herein.
33. We believe that you are capable of making an outstanding contribution and accordingly we can offer you a challenging, rewarding, long and successful career with us.

Technology Mindz (A Unit of Prachit Technology Services Private Limited)

200-200A, Vardhman Nagar Block-A, Ajmer Road, Jaipur (Raj) India, [T] 9352870637

[w] www.technologymindz.com [E] info@technologymindz.com



34. Arbitration

You hereby agree that you will amicably co-operate with the Company, through negotiations, to resolve any dispute that may arise under this Appointment Letter. In the event of dispute do arise under this Appointment Letter, which the parties are unable to settle amicably, the dispute shall be settled by arbitration pursuant to the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Jaipur and the language of the arbitration proceedings shall be English. The award passed by the arbitrator shall be binding upon both the parties. This validity of this Appointment Letter, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the Laws of India. The courts of Jaipur will have exclusive jurisdiction to hear all matters arising out of or relating to this Appointment Letter.

35. You have received a copy of the Company Employee Handbook and by accepting this Appointment Letter you commit to abide by all the applicable terms & conditions stated in the Company Employee Handbook and also this Appointment Letter. You understand and will ensure that all policies and processes of the Company would be adhered to during your employment with us.

Yours faithfully
for **Company**

Accepted:

Vivek Gupta

Vivek Gupta
Director

Rahul

(Employee Signature)
Rahul

Technology Mindz (A Unit of Prachit Technology Services Private Limited)

200-200A, Vardhman Nagar Block-A, Ajmer Road, Jaipur (Raj) India, [T] 9352870637

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Annexure-1			
Name: Rahul			
Title: Business Development Executive			
Total Cost to Company (per Annum)			(INR) 2,40,000
Monthly Breakup			
Earnings	Amount	Deductions	Amount
Basic	8,000	Reserved	(TBD)
House Rent Allowance	4,000	ESIC	(TBD)
Special Allowance	8,000		
Additional Benefits			
Additional Work Compensation	0		
Gross Salary (A)	20,000	Total Deduction (B)	0
Net Salary = (A) - (B) in Rupees		20,000	

Note - For the initial 3 months your 7 working days salary will be reserved with the company and will be returned at the time of your exit from the company after successful completion of 1-year tenure.

Your initial first three months of your employment with us would be on probation.

Vivek Gupta

Authorized Signatory

Rahul

Employee Signature:

Date:

2022-06-13



Technology Mindz (A Unit of Prachit Technology Services Private Limited)

200-200A, Vardhman Nagar Block-A, Ajmer Road, Jaipur (Raj) India, [T] 9352870637

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Signature Certificate

Reference number: NZJPW-D9BDA-VVZEE-BHFVY

Signer	Timestamp	Signature
Rahul Email: rd735200@gmail.com Sent: 13 Jun 2022 05:37:52 UTC Viewed: 13 Jun 2022 05:39:22 UTC Signed: 13 Jun 2022 05:39:58 UTC Recipient Verification: ✓ Email verified 13 Jun 2022 05:39:22 UTC		 IP address: 157.38.128.119 Location: Jaipur, India
Vivek Gupta Email: v@marketingmindz.com Sent: 13 Jun 2022 05:37:52 UTC Viewed: 13 Jun 2022 08:51:18 UTC Signed: 13 Jun 2022 08:51:38 UTC Recipient Verification: ✓ Email verified 13 Jun 2022 08:51:18 UTC		 IP address: 103.207.169.72 Location: Jaipur, India

Document completed by all parties on:
13 Jun 2022 08:51:38 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



DATE: 08th of March 2022

Offer Letter

**Ms. Neha Vijay
Jaipur.**

Dear Ms. Neha,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

We are happy to offer you the assignment of **Manager - Sales**. The joining date for the said post is on **10th of March 2022** Remuneration package (CTC) would be 20000/- P.M. (all inclusive) You will be on a probation period of six month from the date of your joining and on your satisfactory completion of this period; you will be absorbed in the permanent service cadre of the company. In case of your probation period being not satisfactory, your services may be terminated without any notice.

Your services may be terminated after giving one month prior notice in writing without assigning any reason after completion of probation. You will also be required to give one month prior notice before leaving the service.

Kindly note that as an esteemed member of B3B Family there are certain rules and regulations that we would want of you to abide by:

- Kindly report to work not later than 9:30 AM IST (Machine punch is mandatory)
- Share meeting reports and updates on a daily basis (pictures to be mandatorily included)
- Please ensure conveyance facility should be there with you at the time of joining.

You are required to furnish following documents at the time of your joining. Formal letter of appointment shall be issued to you after your joining in the Company.

**Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur**

Annexure

List of Documents required to deposit at the time of joining

- ❖ Proof of Age(10th Mark sheet)/Educational Certificates (10th onwards)
- ❖ Education/Technical Education or Medical Education (This includes Graduation & Post Graduation Certificates, Mark Sheets & Roll No. for all the years) original and photocopies
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- ❖ Previous company appointment letter including salary annexure
- ❖ Last 3 months pay slips of previous employer or bank statement if pay slips not available.
- ❖ Latest Form 16 of employer or latest Tax Computation Sheet
- ❖ 4 recent passport size photographs (In white background)
- ❖ Resignation Acceptance Letter/ Relieving letter from last employer
- ❖ Copy of PAN card
- ❖ Copy of Aadhar Card
- ❖ Permanent Address Proof& other address proof & Id Proof
- ❖ Name of two reference person with mobile no and address.

Please bring original and a photocopy of each of the documents mentioned above. Original documents shall be returned, after verification.

The company reserves the right to get verified the submitted documents with the external agency. Any discrepancy found with regard to authenticity of the documents at any time would attract action as per the policy of the company.

DATE: 08th of March 2022

Offer Letter

Ms. Priya Modi
Jaipur.

Dear Ms. Priya,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

We are happy to offer you the assignment of **Manager - Sales**. The joining date for the said post is on **10th of March 2022** Remuneration package (CTC) would be 20000/- P.M. (all inclusive) You will be on a probation period of six month from the date of your joining and on your satisfactory completion of this period; you will be absorbed in the permanent service cadre of the company. In case of your probation period being not satisfactory, your services may be terminated without any notice.

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Manager - HR,
B3B Group,Jaipur

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DATE: 08th of March 2022

Offer Letter

Mr. Sanyam Jain
Jaipur.

Dear Mr. Sanyam,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

We are happy to offer you the assignment of **Manager - Sales**. The joining date for the said post is on **10th of March 2022** Remuneration package (CTC) would be 20000/- P.M. (all inclusive) You will be on a probation period of six month from the date of your joining and on your satisfactory completion of this period; you will be absorbed in the permanent service cadre of the company. In case of your probation period being not satisfactory, your services may be terminated without any notice.

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Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur

Annexure

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DATE: 08th of March 2022

Offer Letter

Mr. Abhisheak Kumar
Jaipur.

Dear Mr. Abhisheak,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

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Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur

Annexure

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DATE: 08th of March 2022

Offer Letter

**Ms. Lovely Agarwal
Jaipur.**

Dear Ms. Lovely,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

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**Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur**

Annexure

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DATE: 08th of March 2022

Offer Letter

Mr. Danish Alam
Jaipur.

Dear Mr. Danish,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

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Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur

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< Somay Natani



DATE: 08th of March 2022

Offer Letter

Mr. Somay Natani
Jaipur.

Dear Mr. Somay,

Thank you for choosing **B3B GROUP** for building your career and deciding to contribute towards achieving the organizational goals and objectives of the group.

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Mr. Devendra Sharma
Manager - HR,
B3B Group,Jaipur

Annexure

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Word count



Display
directory



Mobile view



Edit



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Provisionally selected Candidates

It is declared that following students have been provisionally shortlisted by the company in the placement drive held on 18th October at JECRC Campus.

1. Ankush Sharma	JECRC University
2. Vishesh	JECRC University
3. Lakshya	JECRC University
4. Abhishek Sharma	JECRC College
5. Shaurya Pratap Singh	JECRC College
6. Lokesh Kumawat	JECRC College
7. Naveen Poptani	JECRC College
8. Tushar Rajoria	JECRC College
9. Ashutosh Yadav	JECRC College
10. Jaiprakash	JECRC College
11. Priyanshu Gupta	JECRC College
12. Ankur Sharma	JECRC College
13. Ashutosh Singh Jat	JECRC College
14. Jaiprakash	JECRC College
15. Priyansh Gupta	JECRC College
16. Devang Vaishnav	JECRC College
Congratulation to all.	

Terms and conditions— Please read carefully before joining us.

- Joining will be after completion of your degree.
- In probation period of first six moth, stipend will be 10,000/-INR.
- After successful completion of your training/probation period company will give you appointment letter and salary will be paid according to mentioned in Job description.
- Company have right to call you early, once you fail to join it, offer will reject immediately.
- Company may offer to join you either in Jaipur or in its other branches as per the requirement.

Thanking you

Yours Truly
Himesh Baba
Director

Baba Automobiles

Email: hbabautomobiles@gmail.com

Phone: +91-8709405020



BABA AUTOMOBILE PRIVATE LIMITED 19, NAND VIHAR, PRATAP NAGAR, JAIPUR (RAJ.)

Website: www.BabaAutomobile.com Facebook: [BabaAutomobiles](https://www.facebook.com/BabaAutomobiles)



BBF

BELIEVE IN EXCELLENCE

GANDHAM TOWER,
NEW BOWENPALLY, 500011
HYDERABAD, TELANGANA
hr@betabluefoundation.in
www.betabluefoundation.in
contact number : +91-8978496705

Date : 21/12/2021

LETTER NUMBER : BBF201219-119

OFFER LETTER

Mr. Amitesh Kumar

This has reference to your application dated 29 November 2021 and subsequent interview you had with us,
For Post - Web Developer (INTERN).

Location: HYDERABAD

Office hours: 10:00 Am TO 8:00 Pm.

Weekly off: Sunday

Because of Covid 19 the work type is Work from Home but after this it will resume offline.

We are pleased to confirm the offer letter of employment for the position on terms and conditions mutually discussed and agreed.

Your joining Date will be 5th Jan 2022 and your Stipend will be (15000 INR)/month.

You are required to provide the copy of the following documents.

1. Latest passport size 4 photographs.
2. Service certificates of previous Job .
3. Experience Certificates .
4. Photo proof/ ID proof (PAN card/ Driving Licence / Voter Id).
5. Residence proof (Electric Bill, Rent Agreement).

HEAD HR

Avinash Chauhan



BETA BLUE FOUNDATION



Bhoomika Media Initiative Private Limited

CIN No. U22130RJ2012PTC038755

Email :- acc.bhoomikagroup@gmail.com

Phone :- 0141-4515151, 4515108



Date :- 15/09/2020

To,

Ms. Janvi Joshi D/O Pradip Joshi
R/O 85, Nagar Kherwara, Udaipur, Rajasthan 313803

S: b: Appointment

Dear Janvi,

As per our conversation about working for AITV news channel (Bhoomika Media Initiative Private Limited), we agree to appoint you in Digital Media Department.

We welcome you and look forward to a long and mutually beneficial association.

Kindly give your joining approval and meet to HR Department for Formalities as soon as possible.

Thanks & Regards

For Bhoomika Media Initiative Pvt. Ltd.


Jitkarsh Lodha
CEO

Registered Office :- 13, Motilal Atal Road, Chokdi Haweli, Near Ganpati Plaza, M. I. Road, Jaipur - 302001



Reference Number : SSB-HR/DELHI/90012922
Date of Offer : August 21, 2022

Ms. Yishitha Nama
433, R.K Puram
Kota-324010

Subject: Appointment Letter

Dear Ms. Yishitha Nama,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) (hereinafter referred to as “**Company**”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision “**ENGAGE WITH THE EMERGING**” and our Mission “**TRANSFORM AT THE INTERSECT**”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **DEVELOPER** in the Company and your designation will be **SOFTWARE ENGINEER**. Your joining location will be Greater Noida.

We are pleased to offer you an Annual Total Compensation of ₹ 4,25,002. This includes a Variable Compensation of ₹ 21,250. The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

We request you to join us on or before August 30, 2022.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by August 30, 2022 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.


30/8/22



The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

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

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as “**Employment Agreement**”).

Thank you

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

KANNIKA SAGAR
CHIEF PEOPLE OFFICER

Candidate Signature :

Date : 30/8/22

ANNEXURE A - Compensation & Benefits Details

Name : Yishitha Nama **Applicant Number** : 90012922
Designation : SOFTWARE ENGINEER **Benefit Plan** : Q
Personnel Area : SEB, Gr.Noida SEZ 1, Coforge

A. Monthly Salary (₹)	Basic	13,000
	HRA	6,500
	Conveyance + LTA	8,060
	Flexi Basket	3,112
	Gross Monthly	30,672
B. Annual Benefit (₹)	PF (as per act)	21,600
	Mediclaim without Parents	8,780
	Life Insurance Premium	5,308
	Annual Benefits Total	35,688
C. Variable Compensation (₹) (on achievement of 100% goals)		21,250
D. Annual Cost To Company (₹)		4,25,002

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. Transportation facility provided by company for travel from home to office and back is adjusted against the conveyance allowance, if applicable. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.

2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.

3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.

4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.

5. Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.



Authorized Signatory



30/8/22

Candidate Acceptance / Sign Date

Benefits Offered – Benefit Plan Q

S. No.	Benefit	Description	Benefit Limit
1	Special Dating Holiday	Additional Paid Leave either on your Birthday/Wedding Anniversary.	One Paid Leave as per your Date of Birth/Wedding Anniversary.
2	Special Dating Allowance	Benefit on your Birthday if you are Single or Wedding Anniversary if you are Married.	₹3,000/- once in a Financial Year
3	Leave Travel Allowance	Reimburse your travel expenses incurred on a holiday, and avail tax benefit on the same.	Maximum annual limit is up to one month's basic salary.
4	Insurance	<ul style="list-style-type: none"> Life Insurance Coverage Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. Group Personal Accident Insurance Cover 	Rs. 25,00,000/- Rs. 1,50,000/- to Rs. 30,00,000/- Accidental claim benefit as per GPAI policy
5	Executive Health-Check Up	Age between 35-40 years: Once in two financial years. Age between 40-45 years: Once in a financial year/ Once in two financial years with rollover benefit.	₹ 3,500/- Annually
6	Gratuity and Superannuation	As per Company Norms	As per Company Norms
7	Gym Facility/Allowance	Gym Facility on premises/ Allowance if gym facility is not available on premises.	Up to ₹500/- per month
8	Work From Home	Option to work from home in case of any medical exigency (basis approval).	As per Company Policy
9	Company Leased Accommodation	Option to avail Company Leased Accommodation on rent.	As per Benefit Plan & CLA Scheme
10	Each One Get One (EOGO)	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per EOGO Policy

Yashita Narma
30/8/22

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

- 1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.
- 1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.
- 1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

- 2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.
- 2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.
- 2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

- 3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.



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- 3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.
- 3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

- 6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.
- 6.2 Either party may terminate this Employment Agreement, during or after probation, by serving:
- a) Ninety (90) days of notice period for employees who are covered under Special Skills listed in Annexure D in this Employment Agreement. Note that the Company's Notice Period Policy will override skills listed in Annexure D of this Employment Agreement. You will find latest Notice Period Policy on iEngage Portal.
 - b) Sixty (60) days for all other employees across the Company in accordance with the Notice Period Policy.
- 6.3 The Company may terminate your services immediately and without notice if:
- a) You commit a crime involving moral turpitude, theft, fraud and deceit;
 - b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
 - c) You commit any act or omission inconsistent with the duties assigned to you;
 - d) You are found to be in gross negligence or willful misconduct or misdemeanor;
 - e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
 - f) You provide false information to the Company at the time of your joining; or
 - g) Your performance is determined by the Company to be unsatisfactory.
- 6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.
- 6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.
- 6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:
- a) Return to work within eight (8) days of commencement of such absence; or
 - b) Submit proofs in case of a medical / legal emergency.
- 6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure E.


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7. Code of Conduct

- 7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

8. Representation and Warranties

- 8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.
- 8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
 - a) Initiate all necessary background check through various third-party agencies;
 - b) Implement the terms and conditions of various contracts entered by the Company; and
 - c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the “Restricted Territories” as defined below.

The term “Competitive Activity” shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term “Restrictive Territories” shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term “Customer” shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.


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10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term “Confidential Information” means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

- (i) Tax records, financial information, such as the Company’s earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- (ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- (iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv) Customer information, such as any compilation of past, existing, or prospective customers, customers’ proposals or agreements between customers and status of customers’ accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- (v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.

b) Technical Information which includes but is not limited to:

- (i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
- (ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
- (iii) Information relating to trade secrets, confidential knowledge, data;
- (iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

c) Business Information which includes but is not limited to:

- (i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
- (ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
- (iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company’s business and activities.

10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.


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- 10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.
- 10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.
- 10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

- 11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.
- 11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

- 13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.
- 13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

A handwritten signature in black ink, appearing to read "Jyoti Narma".

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15. General

- 15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 15.2 You must submit documents mentioned in check list in Annexure C.
- 15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.
- 15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: Yishita Nama

Signature: _____

Place: _____

Date: _____

**ANNEXURE C – List of documents required on date of joining
(if not already submitted)**

1. Your copy of the appointment letter
2. Five passport size and two stamp size photographs with plain background
3. Information of your blood group
4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree/Passing Certificate(s))
5. If you have been working earlier :
 - a) Relieving Letter/Resignation acceptance letter/Experience Certificate from the previous employer
 - b) Appointment letter of the previous employer
 - c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
 - d) Your Provident Fund and Family Pension Fund Account Numbers
6. Copy of Passport (Indian/Non-Indian)
7. Copy of PAN Card
8. Copy of Aadhaar Card
9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme
10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents of being covered through an alternate personal medical insurance policy.


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ANNEXURE D - Special Skills

AEM
Amazon — Lex
BA/QA (INS & FLMI/LOMA Certified)
Big Data/Hadoop – Cloudera, Hortonworks
Blockchain
Certified Performance / Security Testing Skill
Citrix
Cloud – Azure, AWS, Google Cloud
Dev Ops
Domain Testers-Vertical Domain Certified Testers (Ins, BFS, TTH, Healthcare)
Geneva
Google — Dialogflow
Intellimatch
L&A Products Skills
Mainframe
Markit EDM
MathWorks
MDM – Informatica, Profisee, Information Builders, Talend
Microsoft — Computer Vision API / LUIS / Azure Machine Learning Studio
Mobility - Android Native / IOS Native / Xamarin
Pega BA — Appian BA
Pega QA — Appian QA
Pega PM — Appian PM
Digital Pega — Digital Appian
P&C Products (Including Testers) – DCT, Guidewire, POINT
Python, R
React Native / React JS / Node JS
SCCM
SDET
Service Now
SFDC
Sitecore
Splunk
UI Path / Blue Prism / Automation Anywhere
SEI Platform Skills

ANNEXURE E

Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____ (the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.
3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.

A handwritten signature in black ink, appearing to read 'Yashita Narma'.

30/8/22



BOARD INFINITY COMPANY

Vashi, Navi-Mumbai

OFFER LETTER

Dear Mohit Vatyani,

We are pleased to offer you employment at Board Infinity. We feel that your skills and knowledge will be an ideal fit and a valuable asset to our team.

Designation: Career Guide

Date: 17th January 2022

Job Status: Fulltime

Probation Duration: 3 - months

Job Location: Board Infinity, metro station, A-93, near Sector 16, Block A, Sector 4, Noida, Uttar Pradesh 201301

Employee Duties and Responsibilities:

- Designated at the position of **Career Guide** you will be required to perform your duties and responsibilities of the role assigned to you on time.
- You will be expected to display a high level of initiative and efficiency in your work and commitment towards the company
- You will be responsible to ensure quality output in all activities that you engage in, either directly as an individual or as a team member
- Complete ownership of task at hand is expected as an employee of this growing organization

Salary Details:

- **The offered position is at a total salary of up to 6 LPA.**
 - Fixed Stipend – (20,000/- INR/Month + Incentives)
 - You will be working with us for Probation period of 3 months .
 - Your performance during this period will be evaluated. At the end of this Probation period we would offer full time employment subject to performance)
- **After Successful Completion of Probation period you would be liable for-**
 - The offered position is at a fixed salary of 4LPA
 - You will be eligible for monetary incentives based on performance of upto 2 LPA depending on sales closures and according to incentives policies decided from time to time.

Leaves:

- You will be eligible for 18 days paid leaves in one calendar year and Paid Public Holidays
- This is applicable only post 60 days of initial training and ramping up period
- Extraordinary circumstances you will be allowed for leaves within 60 days based on manager approval

NOTE: Earned Leaves will be calculated on a pro - rata basis

Performance:

- Your responsibilities include meeting specific input targets with respect to outreach, call duration and volumes and corresponding output targets.
- In the initial 30 days of training and engagement, the expectation from a career guide is to move to a specific target in terms of input and output which will be communicated during training stage
- Confirmation of internship will be subject to the inputs and output targets
- The organization in rare scenarios will have to do performance based fixed pay if market conditions or individual performance is not according to the communications during the training period
- Ethics code will be mentioned during training period - Any specific unethical behavior during course of employment will lead to termination of employment.

Working Days:

- 6 Days working* (Monday fixed off)

Notice Period:

- 1 Month
(should be informed 15 days prior to the last working month)

Confidentiality Agreement:

- During the tenure of employment with the company, you will not engage yourself in any other assignments or gainful employment without consent of the management.
- You are required to maintain the highest order of secrecy with regards to the work or confidential information of the Company. In case of any breach of trust, the company has all rights to take legal actions against the same.
- Under your employment at Board Infinity you will be required to be a part of the performance review session and training and development program every month.

- Your employment is subject to the company's policies, measures and procedures as adopted, all of which can be revised at the company's discretion.

We are all looking forward to working with you and hope you will soon join us as part of the team. Our mission is to create a workspace where you thrive and grow to meet our customer needs consistently and with utmost professionalism.

Welcoming you as a new employee at Board Infinity.

Best Regards,

A handwritten signature in black ink, appearing to read 'Sumesh', with a horizontal line drawn underneath it.

Sumesh Nair
(Director - Board Infinity)



Brand Butter

45-Sauhardh , Vivek Vihar Metro Station,
New Sangner Rd, Jaipur, Rajasthan 302019

Dear: Aswathy Damodar

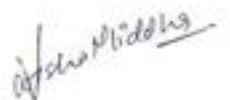
I am pleased to inform you that you have been appointed as the **Social Media Manager** at Brand Butter beginning 01/04/2022 . You are expected to report to the office Mondays through Saturday between the hours of 10:00 AM – 07:00 PM.

Mentioned below is the company's proposed terms and conditions regarding your appointment that should be accepted by you and that you are therefore willing to take this appointment. Please sign the copies of this letter.

You will be paid a consolidated amount of Rs. 25,000 (Rupees Twenty Five Thousand only) per Month.

Welcome to Brand Butter, **Aswathy Damodar.** We are looking forward to working with you.

Sincerely
Varsha Middha
C. E. O
Brand Butter



I, Aswathy Damodar have read and reviewed the terms and conditions of my appointment. By signing the agreement, I fully understand the circumstances stated, including the terms and conditions set forth by the employer.



Signed by: Aswathy Damodar

Date: 01/04/2022



Brand Butter

45-Sauhardh , Vivek Vihar Metro Station,
New Sangner Rd, Jaipur, Rajasthan 302019

Dear: Manu Sharma

I am pleased to inform you that you have been appointed as the **Content Writer** at Brand Butter beginning 10/03/2022 . You are expected to report to the office Mondays through Saturday between the hours of 10:00 AM – 07:00 PM.

Mentioned below is the company's proposed terms and conditions regarding your appointment that should be accepted by you and that you are therefore willing to take this appointment. Please sign the copies of this letter.

You will be paid a consolidated amount of Rs.23,000 (Rupees Twenty Three Thousand only) per Month.

Welcome to Brand Butter, **Manu Sharma**. We are looking forward to working with you.

Sincerely
Varsha Middha
C. E. O
Brand Butter

I, **Manu Sharma** have read and reviewed the terms and conditions of my appointment. By signing the agreement, I fully understand the circumstances stated, including the terms and conditions set forth by the employer.

Signed by: **Manu Sharma**

Date: 10/03/2022



Bridge Group Solutions

We knot Spaces

Date: 02/11/2021

LETTER OF INTENT

Dear Ashish Swami,

With reference to your application, we are glad to confirm your selection with Bridge Group Solutions as a "**Web Developer**".

1. Your initial place of work will be Work from Home (however it can be Gurgaon/Delhi depending upon the requirements). **Date of Joining is 26/11/2021.**
2. Your CTC will be **Three Lacs sixty thousand per Annum.**
3. Individual is only eligible for salary after clearing the certification & mock calls after the training. .
4. You are required to report work from home on time, 6 days a week i.e. Monday to Saturday.
5. You will be on probation for three months, which may be extended by the management at its discretion. At the end of the probation period your services may be confirmed subject to your performance meeting the requisite standards.
6. **In Probation period Rs.15000/- in hand. If not found apt or clears training assessment or task company terminate without any notice and salary.**
7. These employment terms supersede any other agreements, understandings, promises or communication, either written or oral, by or on behalf of the company.
8. Confirmation letter will be issued after 3 months of joining subject to submission of all required documents.

We look forward to a long and mutually beneficial association with you at Bridge Group Solutions

Bridge Group We Knot Spaces



Authorized Signature

HR Team

**Accepted &
Agreed**

(Candidate's sign)



Bridge Group Solutions
We knot Spaces

Date: 02/11/2021

LETTER OF INTENT

Dear Divya Chauhan,

With reference to your application, we are glad to confirm your selection with Bridge Group Solutions as a "**Software Developer**".

1. Your initial place of work will be Work from Home (however it can be Gurgaon/Delhi depending upon the requirements). Date of Joining is 04/01/2022.
2. Your CTC will be **Three Lacs sixty thousand per Annum.**
3. Individual is only eligible for salary after clearing the certification & mock calls after the training. .
4. You are required to report work from home on time, 6 days a week i.e. Monday to Saturday.
5. You will be on probation for three months, which may be extended by the management at its discretion. At the end of the probation period your services may be confirmed subject to your performance meeting the requisite standards.
6. **In Probation period Rs.15000/- in hand. If not found apt or clears training assessment or task company terminate without any notice and salary.**
7. These employment terms supersede any other agreements, understandings, promises or communication, either written or oral, by or on behalf of the company.
8. Confirmation letter will be issued after 3 months of joining subject to submission of all required documents.

We look forward to a long and mutually beneficial association with you at Bridge Group Solutions

Bridge Group Solutions We Knot Spaces



Authorized Signature

HR Team

Divya
Accepted &
Agreed

(Candidate's sign)

EMPLOYMENT OFFER LETTER

Date: January 17, 2022,

Mr. Amrit Kumar Sharma
Murlipura, Jaipur, Rajasthan
India

Confidential

Dear Amrit,

We are pleased to offer you employment opportunity, with Briskminds Software Solutions Pvt. Ltd. offer you appointment as **Associate Software Engineer** on the following terms and conditions:

1. Your tentative date of joining will be **February 1st, 2022**.
2. **Salary and Allowances:** Your Salary will be:
 - a. Rs. 10000/- CTC (cost to company) per month during the first three months.
 - b. Rs. 25000/- CTC (cost to company) per month during one year after training
 - c. After one year, your compensation will be revised to 3.60 Lacs per annum CTC as per your performance.
3. You have to serve Employment Service Agreement of two years six month including your training period (2.5 years Employment Service Agreement) with the company in case of breach of Employment Service Agreement, you have to pay a sum of Rs. 3 lacs to the company.
4. You will be on probation for a period of **six months** from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
5. You will be on probation for a period of 6 months from the date of joining and this can be extended for a further period at the Company's discretion. During the probationary period your services can be terminated with One Week's notice.
6. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.
7. The allowances, benefits and other terms and conditions of your employment will be as per company policies and applicable from time to time. Your compensation will be reviewed in future as per company policy.
8. It is made clear that the company shall not provide any accommodation facility and transport facility to the interns.
9. All contributions like PF and ESI etc. which are company liable to pay statutorily will deduct from the CTC amount given above in para no 02. Your net salary will be net of all such deductions.
10. After completion of Employment Service Agreement period, you may resign from the services of the company by giving 3 months' notice or paying Three months' salary in lieu of the notice (It totally depends on the company for allowing the buying of notice period or not).
11. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company.



12. You have to submit attested copy of all documents in support of your qualification identification and testimonials along with four passport size photographs at the time of joining. You shall also furnish your permanent address and present address along with contact numbers at the time of joining. The required documents should be submitted
1. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment and in case breach any company policy with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions
 - a. You will submit relevant documents as mandated by the Company;
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company;
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within fifteen (15) days of joining the Company;
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any' other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims. actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Briskminds);
 - g. Your background verification check (including address" academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous empowerment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining
2. Acceptance of this offer letter on mail will be treated equally as physical signature.

All terms and conditions will be applicable to you as per relevant rules and regulations of the company.

3. The Company's address for sending notice in relation to your employment is as below:

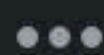
Briskminds:	Head - Human Resources
Address:	Briskminds Software Solution Private Limited, H-76, B.R Tower, RIICO Industrial Area, Mansarovar, Jaipur, Rajasthan 302020
Email	hr@briskminds.com. info@briskminds.com

Regards

Human Resources Department
Briskminds Software Solution Pvt. Ltd.



HR Departme... 28 Jan



to Mahendra, Digvijay,...

Hi All,

Congratulations and welcome on board! We are excited to have you at **Briskminds**. We know you're going to be a valuable asset to our company and are looking forward to the positive impact you're going to have here.

We are looking forward to your start date of **Tuesday, February 1st, 2022**. Reporting will be **9:45 AM**.

If you have any query, feel free to reach out to us.

Office Address:-H-76, 1st and 2nd Floor, B.R. Tower, RIICO Industrial Area, Mansarovar, Jaipur.

**HR Department**

to me ▾

Oct 26, 2021, 4:02 PM (4 days ago)



Hi Tapish,

Thank you for your patience with our hiring process. We are anxious to have you join our team, and we know that you are ready to start work with **Briskminds** as well. Unfortunately, your tentative joining date has been postponed to **8th November 2021** due to Diwali Festival. Your employment and training will start from office permission from **8th November 2021**. Reporting time will be 11 AM at below mentioned address on the signature.

We hope that you will be able to join **Briskminds** on the above given date. We have every intention of fulfilling our offer of employment dated on **8th November 2021** barring unforeseen circumstances.

For any further query, you can contact us on **9351843030** between 1:00 PM to 6:00 PM (Monday to Friday)

*Thanks & Regards**Human Resource Department**www.briskminds.com*

DATE: 14, January, 2022

Dear Aditya Jaiman,

Budhana Tech, LLP is pleased to offer you a job as a **software Engineer**. We trust that your knowledge, skills will be among our most valuable assets. Following are a few terms of your appointment.

- **Internship:** Six months.
- **Remuneration:** Rs.5500 by NEFT for probation period.
- **Leave Policy:** You are not entitled to take any leave during your probation period.
- **Office time:** We work from flexi timing Monday to Saturday. Also, we remain closed on every First, Third and Fifth Saturday.
- **HR Policy:** You'll have to follow all rules & regulations of the company during your tenure. In case of any mischief or dispute company is liable to take any action against you.
- **Compensation Revision:** Your salary will be revised after probation, subject to performance
- **Notice Period:** You'll have to provide the notice period of working 30 days, if you plan to leave the job.



To accept this job, offer:

1. Reply back to undersigned by email for your confirmation of the job offer, no later than **15, January, 2022**.
2. Sign and date this job offer letter where indicated below and reply back a scanned copy of the letter via email.
3. Please Provide the photocopy of the following along with the above Job letter as attachment in the same email.
 - o Last Semester mark sheet for which you appeared in exam,
 - o Any two photo ID proof,
 - o 1 passport size photos,

We at Budhan Tech, LLP hopes that you'll accept this job offer and looks forward to welcoming you aboard.

Your Immediate Supervisor will be **Mr. Vijay sable**

Sincerely,

Maheshkumar Mishra,

Business Analyst, HR Admin

**MAHESHKU
MAR
LAXMINARA
YAN MISHRA**

Digitally signed by
MAHESHKUMAR
LAXMINARAYAN
MISHRA
Date: 2022.01.14
14:12:01 +05'30'

Accept job Offer:

By signing and dating this letter below, I, Aditya Jaiman, accept this job offer of **Project Trainee** at Budhana Tech, LLP. I am expected to join our company on January 17, 2022 (Reporting Time: 10:00 AM) for further joining formalities.

Signature:

Date:



Offer Letter

Date: 18 March 2022

Dear **Deepander Singh Rathore**,

We congratulate you on the successful completion of the Fixed Term Traineeship with us. On the basis of your performance, we would like to offer you the position of **Business Development Associate - Sales** with effect from **March 21, 2022**. This role involves Direct Sales and you are expected to operate out of the specified Work Location.

Employment Details

Department : Business Development
Employment Type : Regular
Designation : Business Development Associate - Sales
Work Location : Jaipur
Onboarding Date/Time : **Monday, March 21, 2022 (8:30 AM)**
Reporting Location : BYJU'S, 3Rd Floor Plot No 3 Shyam Building Near Amrapali Circle Vaishali Nagar Jaipur.

Compensation Details

You will be offered a total compensation of INR 1000000 LPA which includes the following components:

Fixed Compensation : INR 700000
Variable Compensation : INR 300000

Details about the Variable Compensation will be communicated to you post your joining the Company. The company shall be entitled to deduct, from the above remuneration payable to you, the following contractual, statutory and compulsory deductions:

1. Provident Fund
2. Income tax deducted at source (which will be governed by the taxation laws of the country)
3. Employment/Professional Taxes
4. Dues to company including loans and advances
5. Any other applicable statutory deductions

You will be governed by and agree to abide by the General Terms & Conditions of Service of the Company and the provisions of the company's Code of Conduct, which will be mentioned in detail in the appointment letter, issued after your joining. You are requested to join the services of the Company no later than **March 21, 2022**, failing which you may consider the offer to be withdrawn.

We take this opportunity to thank you for the interest you have shown in our organization and look forward to welcoming you on-board for a fruitful career with us.

To accept the offer, kindly sign the document digitally and submit.

Best Regards,


Deepander Singh Rathore (Mar 19, 2022 14:29 GMT+5.5)

Human Resources
Think & Learn Pvt. Ltd.

Name: **Deepander Singh Rathore**



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: JECRC- 2022 Campus Drive- Interim Select

1 message

JECRC- Placement <hrd@jecrc.ac.in>

Thu, Feb 23, 2023 at 9:52 PM

To: Aditi Khullar <aditi.khullar@jecrcu.edu.in>, Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>, "Mr. Vinayak Gupta" <vinayakgupta.hr@jecrcu.edu.in>

FYI for the proof purpose.

----- Forwarded message -----

From: **Bobde, Mannan** <mannan.bobde@capgemini.com>

Date: Wed, Oct 6, 2021 at 2:50 PM

Subject: JECRC- 2022 Campus Drive- Interim Select

To: hrd@jecrc.ac.in <hrd@jecrc.ac.in>, directorhr@jecrc.ac.in <directorhr@jecrc.ac.in>

Cc: Deshpande, Vaibhav <vaibhav.deshpande@capgemini.com>, Siwach, Maneet <maneet.siwach@capgemini.com>, Raghuwanshi, Ravina <ravina.raghuwanshi@capgemini.com>, Rathi, Mehak <mehak.rathi@capgemini.com>

Hi Sir,

Greeting from Capgemini !

PFA attached Interim select list of JECRC - Campus 2022.

For Interview Drive:

Total Shortlisted for Interview	Interim Select for 4.0 LPA	Interim Select for 7.5.0 LPA	Reject	No Show
280	142	40	47	51

We will share the final select list post document verification.



Consultant | Talent Acquisition | Campus Hiring

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JECRC Interim Select List 2022 Campus.xlsx

28K

S. No.	Name	Roll No	College Name	Mobile	Email ID	Gender	Hiring Status
1	Hemang Awasthi	18BCON080	JECRC University, Jaipur	8504879065	hemangawasthi@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
2	Shreyansh Sharma	18BEEN039	JECRC University, Jaipur	8058418138	sharmashreyansh14@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
3	YASH GOYAL	18BCON072	JECRC University, Jaipur	8118877494	yashgoyalajmer@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
4	Siddharth Bhandari	18BCON634	JECRC University, Jaipur	8209351951	sid7bhandari@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
5	Aviral Chaturvedi	18BCON218	JECRC University, Jaipur	8764241534	aviralchaturvedi1@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
6	Anirudh Singh Palawat	18BCON447	JECRC University, Jaipur	9588832217	palawatanirodh2000@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
7	Krishna Agarwal	20MC2N045	JECRC University, Jaipur	9680926999	krishna.20mc2n045@jecrcu.edu.in	FEMALE	Reject
8	Vivek Saraswat	18BCON543	JECRC University, Jaipur	9772774300	viveksaraswat2710@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
9	Nandini Sharma	18BCON537	JECRC University, Jaipur	9660820905	nandini.18bcon537@jecrcu.edu.in	FEMALE	Final Select for Analyst (4.0 LPA)
10	Anvikshik Pratap Singh	18BCON291	JECRC University, Jaipur	8209107267	anvikchauhan@gmail.com	MALE	Reject
11	Unnati Agrawal	18BCON513	JECRC University, Jaipur	7906759802	agrawalunnati311@gmail.com	FEMALE	Reject
12	Shivam Singh	18BCON078	JECRC University, Jaipur	6397368079	shivam.singh.00989@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
13	Piyush Jain	18BCON166	JECRC University, Jaipur	9680978802	piyushjain100201@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
14	Suresh Kumar Chaturvedi	18BCON022	JECRC University, Jaipur	7230928007	suresh007kc@gmail.com	MALE	Interview No Show
15	Rahul Dewani	18BCON186	JECRC University, Jaipur	7014891403	rahul.dewani13@gmail.com	MALE	Reject
16	Abhishek Vyas	18BCON448	JECRC University, Jaipur	9983796075	vyasabhi4411@gmail.com	MALE	Reject

17	Ayura Bansal	18BCON004	JECRC University, Jaipur	8949277687	ayurabansal@gmail.com	FEMALE	Interview No Show
18	Deepak Kumar	18BCON658	JECRC University, Jaipur	7976153497	iamkumardeepak@outlook.com	MALE	Final Select for Senior Analyst (7.5 LPA)
19	TANMAY JAIN	18BCON024	JECRC University, Jaipur	9950433284	tanmay.111.222.jain@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
20	Shubham Singh	18BCON023	JECRC University, Jaipur	8949230240	s.shubham2974@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
21	Isha Bhansali	18BCON480	JECRC University, Jaipur	7424821865	ishabhansali19@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
22	Rakshita Badaya	18BCON100	JECRC University, Jaipur	9672779900	rakshita.badaya2009@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
23	Anuj Tiwari	18BCON237	JECRC University, Jaipur	8619030328	anuj.tiwari8619@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
24	Ayush Gautam	18BCON249	JECRC University, Jaipur	8690243925	agayugautam@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
25	Prima Prabhakara n Nair	18BEEC033	JECRC University, Jaipur	8560038348	primanair15@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
26	sakshi mandowara	18BBCON147	JECRC University, Jaipur	6375020934	sakshimandowara06@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
27	Akshay Gokharu	18BCON546	JECRC University, Jaipur	8094635055	gokharuakshay@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
28	Mohit Bansal	18BCON051	JECRC University, Jaipur	9829480141	Mohit.18bcon051@jecrcu.edu.in	MALE	Reject
29	Roushan Prakash	18BCON536	JECRC University, Jaipur	7366829181	roushanraj259@gmail.com	MALE	Interview No Show
30	Harshita Rathore	18BCON642	JECRC University, Jaipur	9672716925	harshita.18bcon642@jecrcu.edu.in	FEMALE	Final Select for Senior Analyst (7.5 LPA)
31	Shreya Roonwal	18BCON424	JECRC University, Jaipur	9057269914	shreyaroonwal2000@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
32	Devanshu Gupta	18BCON010	JECRC University, Jaipur	9587121760	devanshugupta02052000@gmail.com	MALE	Reject
33	Jasmine Kalra	18BCON031	JECRC University, Jaipur	7357281389	jassukalra.jk@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)

34	Arihant Bothra	18BCON141	JECRC University, Jaipur	7838836730	bothraarihant@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
35	Ritika Sharma	18BCON452	JECRC University, Jaipur	7667590336	ritika.18bcon452@jecrcu.edu.in	FEMALE	Reject
36	Preet Panchal	18BCON385	JECRC University, Jaipur	9462687284	preetpanchal2001@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
37	Tanishq Verma	19BCOL503	JECRC University, Jaipur	7424946098	tanishqverma996@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
38	Kunal Tak	18BCON315	JECRC University, Jaipur	8003309108	kunaltak2021@gmail.com	MALE	Reject
39	Abhishek Tanwar	18BCON002	JECRC University, Jaipur	9398376742	abhishektanwar225@gmail.com	MALE	Reject
40	Komal Akar	18BCOC664	JECRC University, Jaipur	9664284107	akarindia02@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
41	Naveen Soni	18BCON134	JECRC University, Jaipur	8739977660	naveen.18bcon134@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
42	Lavish Khandelwal	20MCTN007	JECRC University, Jaipur	9057502109	lavishkhandelwalk@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
43	Kavisha Manchanda	18BCON012	JECRC University, Jaipur	9785558727	kavisha.18bcon012@jecrcu.edu.in	FEMALE	Final Select for Senior Analyst (7.5 LPA)
44	Sonal sunil Singh	18BCON359	JECRC University, Jaipur	9983060869	sonal.18bcon359@jecrcu.edu.in	FEMALE	Final Select for Analyst (4.0 LPA)
45	Ramratan Sharma	18BCON619	JECRC University, Jaipur	9435875074	ramratan.18bcon619@jecrcu.edu.in	MALE	Reject
46	Simran Mansuri	18BCON049	JECRC University, Jaipur	9079162206	simranbmansuri@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
47	Marsh Yadav	18BCON133	JECRC University, Jaipur	8302093795	marsh.18bcon133@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
48	Ritvik Mathur	18BCON462	JECRC University, Jaipur	6375105461	ritvikmathur1999@gmail.com	MALE	Interview No Show
49	Vijay Chouhan	18BCON598	JECRC University, Jaipur	7726090416	vijay.18bcon598@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
50	Jadi Nandini	18BCON413	JECRC University, Jaipur	7981964969	nandinijadi007@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)

51	Prachi Varshney	18BCON535	JECRC University, Jaipur	8979511309	prachivarshney2000@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
52	RITIK MAHESHWARI	18BCON156	JECRC University, Jaipur	9413878880	ritikmaheshwari29@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
53	Anurag Sharma	18BCON089	JECRC University, Jaipur	9664047937	anurag.asy81@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
54	CHANDRAS HEKHAR BALOTIYA	18BCON691	JECRC University, Jaipur	7221945854	csbalotiya@gmail.com	MALE	Reject
55	Yashraj Singh Chauhan	20MCYN003	JECRC University, Jaipur	8619603120	yashchauhan3121@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
56	Milan Bilochi	18BCON274	JECRC University, Jaipur	7014786102	milanbilochi@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
57	Purva Purohit	18BCON132	JECRC University, Jaipur	6376510348	purvapurohit04@gmail.com	FEMALE	Reject
58	Madhur Sharma	18BCON235	JECRC University, Jaipur	8107252042	madhur7sharma@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
59	Lovely Dhanwani	18BCON369	JECRC University, Jaipur	7017787428	lovelydhanwani12@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
60	Vanshika Bajaj	18BCON507	JECRC University, Jaipur	6377032759	vanshika.18bcon507@jecrcu.edu.in	FEMALE	Final Select for Analyst (4.0 LPA)
61	Aarti Goyal	18BCON001	JECRC University, Jaipur	7089077404	aartigoyal912@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
62	Amitansh Kala	18BCON071	JECRC University, Jaipur	9782821185	amitanshkala@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
63	Gunjeet Bohara	18BCON599	JECRC University, Jaipur	8619598280	gunjeetbohara2000@gmail.com	MALE	Interview No Show
64	Harsh Kumawat	20MCFN004	JECRC University, Jaipur	7976138543	harsh1999kumawat@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
65	Harshita Sharma	18BCON468	JECRC University, Jaipur	9079927362	04nira@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
66	Ritika Thakur	18BCON360	JECRC University, Jaipur	7024776761	ritikathakur17jan@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
67	Yatin Kumar Singh	18BCON268	JECRC University, Jaipur	9068630131	yatin.18bcon268@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)

68	anushka yadav	18BCON544	JECRC University, Jaipur	9636145569	anushka.18bcon544@jecrcu.edu.in	FEMALE	Final Select for Analyst (4.0 LPA)
69	Shivangini Sharma	18BEEN011	JECRC University, Jaipur	8058268328	shivanginiavi@gmail.com	FEMALE	Reject
70	Jayesh Suthar	18BCON590	JECRC University, Jaipur	8769144238	jayeshsuthar876@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
71	Khushi Rohilla	18BCON582	JECRC University, Jaipur	9529450613	khushi.18bcon582@jecrcu.edu.in	FEMALE	Final Select for Analyst (4.0 LPA)
72	Chayan Jain	18BCON107	JECRC University, Jaipur	9461752759	chayanjain13092000@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
73	Pinachi Bajaj	18BCON522	JECRC University, Jaipur	8094888060	pinachibajaj@gmail.com	FEMALE	Reject
74	Aditya Ranjan	18BEEN023	JECRC University, Jaipur	9546584212	adityaranjan2112@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
75	Aayushi Soni	18BCON368	JECRC University, Jaipur	8239170159	aayushi265@gmail.com	FEMALE	Reject
76	Kartik Udawat	18BCON693	JECRC University, Jaipur	9772776063	kartikudawat@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
77	Saksham Gupta	18BCON255	JECRC University, Jaipur	9602373054	sakshamgupta.5765@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
78	Vansh Chaudhary	18BEEN012	JECRC University, Jaipur	9711689727	vansh1086@gmail.com	MALE	Reject
79	Ayush Pal	18BCON387	JECRC University, Jaipur	8765380143	ayushdps111@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
80	Agrawal Shriya Ravindra	18BCON064	JECRC University, Jaipur	6377818341	agrawalshriyadiya@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
81	Tanveer Singh Shekhawat	18BCON018	JECRC University, Jaipur	7665750670	ts263907@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
82	luckey bairagi	18BCON660	JECRC University, Jaipur	7014363180	lbairagi98@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
83	Rittwick Dwivedi	18BCON545	JECRC University, Jaipur	7891735096	inforittwick@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
84	Shivam Mishra	18BCON139	JECRC University, Jaipur	6377748089	shivam3032001@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

85	Yukta Jain	18BCON443	JECRC University, Jaipur	7742490055	yuktasinghvi2000@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
86	Aditya Jaiman	18BCON404	JECRC University, Jaipur	7976047849	adityajaiman17@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
87	Anirudh Rathore	18BCON703	JECRC University, Jaipur	7014220050	rathore.anirudha@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
88	Itika Jain	18BCON363	JECRC University, Jaipur	9587246868	itikajain05@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
89	Aditya Jangir	18BCON556	JECRC University, Jaipur	9024544868	iamuaj101@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
90	Shreyansh Kabra	18BCON091	JECRC University, Jaipur	7790848677	shreyansh7mgh@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
91	Kartikay Garg	19BCOM297	JECRC University, Jaipur	7976468968	kartikay.19bcom297@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
92	Naman Jain	18BCON688	JECRC University, Jaipur	7737309161	naman.stylish@gmail.com	MALE	Reject
93	Sakshi Pareek	18BCON344	JECRC University, Jaipur	8949355627	sakshi27pareek@gmail.com	FEMALE	Reject
94	Tarun Hiwal	18BCON086	JECRC University, Jaipur	9079649973	hiwaltarun@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
95	ANKITA	20MC2N006	JECRC University, Jaipur	6200632612	ankita20298@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
96	Sahil Sharma	18BCON583	JECRC University, Jaipur	7032716763	itzsahilsharma03@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
97	kushal saini	18BCON663	JECRC University, Jaipur	8949686070	kushal.18bcon663@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
98	Saijal jain	18BCON640	JECRC University, Jaipur	7742785794	sejaljain2210@gmail.com	FEMALE	Interview No Show
99	Namrata Surana	18BCON601	JECRC University, Jaipur	8290653618	namratajain899@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
100	Chaitanya Sharma	18BCON338	JECRC University, Jaipur	7726082322	chaitanyacredit.cs@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
101	Shourya Saxena	18BCON276	JECRC University, Jaipur	8290670421	shourya.saxena99@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

102	Sarvagya Agarwal	18BCON103	JECRC University, Jaipur	9760407437	sarvagyaagrawal412@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
103	Divyansh	18BCON277	JECRC University, Jaipur	9518404474	divyansh.18bcon277@jecrcu.edu.in	MALE	Final Select for Analyst (4.0 LPA)
104	Aryan Rana	18BCON257	JECRC University, Jaipur	7024725333	aryan.ar75@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
105	Krati Junwal	18BCON280	JECRC University, Jaipur	8118859644	junwalkrati0@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
106	ADITYA Bansal	18BCON094	JECRC University, Jaipur	6377226017	aditya.hnd22@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
107	Aman Agarwal	18BEEN003	JECRC University, Jaipur	9957565799	amanag724@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
108	Taniya Chawda	18BCON455	JECRC University, Jaipur	9950649300	chawdataniya@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
109	Pratyush Mishra	18BCON053	JECRC University, Jaipur	9664383517	pratyushmishra7366@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
110	Mayank Khandelwal	18BCON111	JECRC University, Jaipur	9756004011	mayank.9756.kh@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
111	Goodwill Meena	18BELN011	JECRC University, Jaipur	9672180944	goodwillmeena@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
112	Mohit Nama	18BCON275	JECRC University, Jaipur	8290151335	mohitnama272@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
113	Alisha Mishra	18BCON326	JECRC University, Jaipur	8955633980	mishra.alisha07@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
114	Jalaj Mehta	18BCON189	JECRC University, Jaipur	9982211839	mehtajalaj28@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
115	ANUSHKA JAIN	18BCON396	JECRC University, Jaipur	6377820390	anushkajain293@gmail.com	FEMALE	Interview No Show
116	Nishant Tayal	18BCON180	JECRC University, Jaipur	9599071492	tayalnishant007@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
117	Pankhuri Jain	18BCON534	JECRC University, Jaipur	9784134086	babypankhuri@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
118	Mohammed Kaif	18BCON632	JECRC University, Jaipur	9001807069	mohd.kaif62919@gmail.com	MALE	Reject

119	Preeti Singhal	18BEEN016	JECRC University, Jaipur	7568272151	ps6404608@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
120	ANUBHAV MANGAL	18BCON127	JECRC University, Jaipur	6378006170	mangal24anubhav@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
121	Ravi Kumawat	18BCON695	JECRC University, Jaipur	6367246012	ravi4kumawat@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
122	kumar eklavya	18BCON441	JECRC University, Jaipur	8210393761	kumar.eklavya11@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
123	Jaiprakash Pandwal	18BCON552	JECRC University, Jaipur	8233390470	jp.pandwal@gmail.com	MALE	Reject
124	Abhilasha Sharma	18BCON514	JECRC University, Jaipur	9602107739	abhilashasharma936@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
125	Pulkit Sarin	18BCON264	JECRC University, Jaipur	9309369438	pulkitsarin3012@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
126	utkarsh sharma	18BCON631	JECRC University, Jaipur	7231093193	utkarsh2582000@gmail.com	MALE	Reject
127	Aryan Dadheech	18BCON297	JECRC University, Jaipur	9571114139	aryan.18bcon297@jecrcu.edu.in	MALE	Reject
128	Siddharth Singh	18BCON613	JECRC University, Jaipur	9720427337	1617.sid@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
129	Harshit Mudgal	18BCON233	JECRC University, Jaipur	7725938152	harshit.mudgal2000@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
130	Sakshit Tinker	18BCON259	JECRC University, Jaipur	6377879698	sakshittinker@gmail.com	MALE	Interview No Show
131	Shaswat Jain	18BCON121	JECRC University, Jaipur	9024512813	shaswatjain15@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
132	Naveen kumar	18BEEN019	JECRC University, Jaipur	9162610940	naveensingh9795@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
133	Adish Jain	18BCON058	JECRC University, Jaipur	6377255885	adishjainmail@gmail.com	MALE	Reject
134	Prateek Singh	20MCYN008	JECRC University, Jaipur	8239420392	prateekkumarps@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
135	Abhishek Sadhwani	18BCON551	JECRC University, Jaipur	9649435730	abhisheksadhwani23@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

136	Govind saini	18BCON656	JECRC University, Jaipur	6378140514	govindsaini2475@gmail.com	MALE	Reject
137	Mayankita Rana	18BCON481	JECRC University, Jaipur	6376140968	mayankita.18bcon481@jecrcu.edu.in	FEMALE	Interview No Show
138	Dewang Agarwal	18EJCIT028	Jaipur Engineering College and Research Centre, Jaipur	9783966226	dewangagarwal.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
139	YOJANA JAIMINI	18EJCEC174	Jaipur Engineering College and Research Centre, Jaipur	7878314377	yojanajaimini@gmail.com	FEMALE	Interview No Show
140	Megha Agarwal	18EJCIT048	Jaipur Engineering College and Research Centre, Jaipur	6377831570	meghaagarwal.it22@jecrc.ac.in	FEMALE	Final Select for Senior Analyst (7.5 LPA)
141	Rishav Sharma	18EJCIT067	Jaipur Engineering College and Research Centre, Jaipur	7339888085	rishavsharma.it22@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
142	Hitesh Harsh	18EJCIT303	Jaipur Engineering College and Research Centre, Jaipur	9461661857	hiteshharsh.it22@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
143	Shubham Gupta	18EJCCS166	Jaipur Engineering College and Research Centre, Jaipur	7726905032	shubhamgupta.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
144	Nupur Sogani	18EJCCS117	Jaipur Engineering College and Research Centre, Jaipur	6378095197	nupursogani3101@gmail.com	FEMALE	Interview No Show

145	Digvijay Singh	18EJCEC050	Jaipur Engineering College and Research Centre, Jaipur	9928332137	digvijaysinghcool123@gmail.com	MALE	Reject
146	Tilak vijayvargiya	18EJCCS175	Jaipur Engineering College and Research Centre, Jaipur	7737326840	tilakvijay353@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
147	Nandini Singh	18EJCCS107	Jaipur Engineering College and Research Centre, Jaipur	8302591971	nandinisingh.cse22@jecrc.ac.in	FEMALE	Final Select for Senior Analyst (7.5 LPA)
148	Ashish Mangal	18EJCEC027	Jaipur Engineering College and Research Centre, Jaipur	7297982614	ashishmangal06062000@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
149	Harsh Vardhan	18EJCCS061	Jaipur Engineering College and Research Centre, Jaipur	9783697373	harshkishu799@gmail.com	MALE	Interview No Show
150	Anuj khandelwal	18EJCCS714	Jaipur Engineering College and Research Centre, Jaipur	6378120544	anujkhandelwal400@gmail.com	MALE	Interview No Show
151	Aman Jain	18EJCEC014	Jaipur Engineering College and Research Centre, Jaipur	7877761881	amanjain.ece22@jecrc.ac.in	MALE	Interview No Show
152	Parag Dutt Sharma	18EJCCS736	Jaipur Engineering College and Research Centre, Jaipur	8619141980	parag0501ds@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)

153	Happy Khandelwal	18EJCCS059	Jaipur Engineering College and Research Centre, Jaipur	8302889657	happykhandelwal.cse22@jecrc.ac.in	MALE	Interview No Show
154	Nishkarsh Sharma	18EJCCS112	Jaipur Engineering College and Research Centre, Jaipur	7976320237	nishkarsh.sharma1995@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
155	Prachi Sinha	18EJCEC107	Jaipur Engineering College and Research Centre, Jaipur	7519989910	prachisinha022@gmail.com	FEMALE	Interview No Show
156	Lokesh Acharya	18EJCIT045	Jaipur Engineering College and Research Centre, Jaipur	9413962680	lokeshacharya.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
157	Rounak Garg	18EJCCS746	Jaipur Engineering College and Research Centre, Jaipur	9468584541	rounakgarg68@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
158	Harshita Agrawal	18BCON496	Jaipur Engineering College and Research Centre, Jaipur	8958423174	harshitaagrawal591@gmail.com	FEMALE	Interview No Show
159	Garvit Khandelwal	18EJCCS054	Jaipur Engineering College and Research Centre, Jaipur	6376531819	grvtkhndlwl@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
160	Shubham Bhardwaj	18EJCCS750	Jaipur Engineering College and Research Centre, Jaipur	9024562707	shubham2000bhardwaj@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

161	Aditya Bhatnagar	18EJCIT005	Jaipur Engineering College and Research Centre, Jaipur	8905680828	adityabhatnagar.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
162	Jyoti Singhal	18EJCCS079	Jaipur Engineering College and Research Centre, Jaipur	6377779760	singhaljyoti10@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
163	Devhuti Joshi	18EJCEC048	Jaipur Engineering College and Research Centre, Jaipur	8619810446	devhutijoshi.ece22@jecrc.ac.in	FEMALE	Final Select for Analyst (4.0 LPA)
164	Ashish Maheshwari	18EJCCS028	Jaipur Engineering College and Research Centre, Jaipur	9782309819	m27sanjay@gmail.com	MALE	Reject
165	Shubham Sain	18EJCIT080	Jaipur Engineering College and Research Centre, Jaipur	7339777643	shubhamsain.it22@jecrc.ac.in	MALE	Reject
166	Prachi Mutha	18EJCCS122	Jaipur Engineering College and Research Centre, Jaipur	9588901456	prachimutha.cse22@jecrc.ac.in	FEMALE	Interview No Show
167	Parth Sharma	18EJCEC105	Jaipur Engineering College and Research Centre, Jaipur	8955167997	parth.sharma0253@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
168	Aditya Sharma	18EJCCS007	Jaipur Engineering College and Research Centre, Jaipur	6378598456	sharmaadi555@gmail.com	MALE	Reject

169	Yatin Jain	18BCON607	Jaipur Engineering College and Research Centre, Jaipur	9549880793	j.yatin27@gmail.com	MALE	Interview No Show
170	Anchal Madnani	18EJCEC017	Jaipur Engineering College and Research Centre, Jaipur	7820821404	madnaniaanchal5@gmail.com	FEMALE	Reject
171	Harpreet Singh	58	Jaipur Engineering College and Research Centre, Jaipur	6378939447	harpreetsingh31398@gmail.com	MALE	Reject
172	Mayank Kumar Batwal	18EJCIT047	Jaipur Engineering College and Research Centre, Jaipur	8540851678	mayankkumarbatwal.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
173	Sarthak Jain	18EJCCS153	Jaipur Engineering College and Research Centre, Jaipur	6397561936	sarthak85236@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
174	Khushi Singhal	18EJCCS085	Jaipur Engineering College and Research Centre, Jaipur	9468913464	khushisinghal.mani22@gmail.com	FEMALE	Interview No Show
175	KHUSHBU JETHWANI	18EJCEC078	Jaipur Engineering College and Research Centre, Jaipur	8949466076	khushbujethwani577@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
176	Ujjwal Priyank	18BCON355	Jaipur Engineering College and Research Centre, Jaipur	9166895603	ujjwal.anamika@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

177	Harshita Jain	18EJCEC061	Jaipur Engineering College and Research Centre, Jaipur	9694142577	hmittal8302@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
178	Rajat Pandey	18EJCCS134	Jaipur Engineering College and Research Centre, Jaipur	9460500588	pandeyrajat608@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
179	Vishesh Agarwal	18EJCEE087	Jaipur Engineering College and Research Centre, Jaipur	8077294880	visheshagarwal.ee22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
180	Aditya soni	18EJCCS008	Jaipur Engineering College and Research Centre, Jaipur	8005722142	adityasoni6776@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
181	Sarthak Arya	18EJCIT075	Jaipur Engineering College and Research Centre, Jaipur	9024903389	sarthakarya.it22@gmail.com	MALE	Reject
182	Ishika Chabra	18EJCEC070	Jaipur Engineering College and Research Centre, Jaipur	7425801212	ishikachabra.ece22@jecrc.ac.in	FEMALE	Final Select for Analyst (4.0 LPA)
183	Pooja Agarwal	18EJCIT059	Jaipur Engineering College and Research Centre, Jaipur	8949560660	poojaagarwal.it22@jecrc.ac.in	FEMALE	Interview No Show
184	Prabhdeep Singh	18EJCCS738	Jaipur Engineering College and Research Centre, Jaipur	8078609658	Pshdaj06@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

185	Guhika Bhandari	18EJCIT033	Jaipur Engineering College and Research Centre, Jaipur	6377497526	guhikabhandari.it22@jecrc.ac.in	FEMALE	Final Select for Analyst (4.0 LPA)
186	Ishita Jain	18EJCCS074	Jaipur Engineering College and Research Centre, Jaipur	8003898022	ishitajain.cse22@jecrc.ac.in	FEMALE	Final Select for Senior Analyst (7.5 LPA)
187	VANSHIKA BORDIA	18EJCEC164	Jaipur Engineering College and Research Centre, Jaipur	6377101518	vanshikabordia12@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
188	Rohit Sharma	18EJCIT069	Jaipur Engineering College and Research Centre, Jaipur	6377185697	rohitsharma.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
189	Himanshu Sen	18EJCEE025	Jaipur Engineering College and Research Centre, Jaipur	6378183826	senhimanshu6378183826@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
190	Ashish Shrivastav	18EJCIT024(25)	Jaipur Engineering College and Research Centre, Jaipur	8433079377	ashishshrivastav.it22@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
191	shubham bhargava	18EJCCS164	Jaipur Engineering College and Research Centre, Jaipur	9928579239	shubhambhargava.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
192	Chirag Jhindal	18BCON560	Jaipur Engineering College and Research Centre, Jaipur	8859895668	chiragjhindal@gmail.com	MALE	Interview No Show

193	Pracheer Khandelwal	18EJCCS121	Jaipur Engineering College and Research Centre, Jaipur	7223887201	pracheerkhandelwal.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
194	Yuvraj singh Shaktawat	18EJCEE090	Jaipur Engineering College and Research Centre, Jaipur	9358121728	yuvrajsinghshaktawat.ee22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
195	Shivgautam Agrawal	18EJCEC144	Jaipur Engineering College and Research Centre, Jaipur	9549383011	shivgautamagrawal.ece22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
196	Harsh Kumar Jarthal	18EJCEC059	Jaipur Engineering College and Research Centre, Jaipur	9636632749	jarthalharsh7@gmail.com	MALE	Interview No Show
197	Jyoti Agarwal	18EJCCS078	Jaipur Engineering College and Research Centre, Jaipur	7229885035	jyotiagarwal.cse22@jecrc.ac.in	FEMALE	Interview No Show
198	kaushal sharma	18EJCEC076	Jaipur Engineering College and Research Centre, Jaipur	7877274716	2000sharmakaushal@gmail.com	MALE	Interview No Show
199	Deepansh Gupta	18EJCCS044	Jaipur Engineering College and Research Centre, Jaipur	8696117448	deepanshgupta30@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
200	Parul Dhayal	18EJCEE054	Jaipur Engineering College and Research Centre, Jaipur	7073604688	paruldhayal09@gmail.com	FEMALE	Interview No Show

201	Akshat Khandelwal	18EJCCS707	Jaipur Engineering College and Research Centre, Jaipur	7597535169	akshat0891@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
202	INDRAJEET SINGH SHEKHAWAT	18EJCCS071	Jaipur Engineering College and Research Centre, Jaipur	6377247115	jeetinder199912@gmail.com	MALE	Reject
203	Kratik Khandelwal	18EJCCS087	Jaipur Engineering College and Research Centre, Jaipur	7597526050	kratikkhhandelwal.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
204	Astha Goyal	18EJCEC035	Jaipur Engineering College and Research Centre, Jaipur	7340436466	asthagoyal456@gmail.com	FEMALE	Reject
205	Pratibha Bothra	18EJCEC112	Jaipur Engineering College and Research Centre, Jaipur	8486151139	pratibhabothra001@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
206	Samyak Jain	18EJCCS149	Jaipur Engineering College and Research Centre, Jaipur	8079000479	samyak65400@gmail.com	MALE	Interview No Show
207	Amit Agarwal	18EJCCS708	Jaipur Engineering College and Research Centre, Jaipur	6376051907	agarwalamit4235@gmail.com	MALE	Interview No Show
208	Nishtha Maheshwari	18EJCCS734	Jaipur Engineering College and Research Centre, Jaipur	6377993378	nishthamaheshwari.2cse22@jecrc.ac.in	FEMALE	Reject

209	Siddharth singhvi Singhvi	18EJCCS753	Jaipur Engineering College and Research Centre, Jaipur	9509982903	siddharth.singhvi08@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
210	charchit nirayanwal	18EJCCS719	Jaipur Engineering College and Research Centre, Jaipur	6377170732	charchitnirayanwal@gmail.com	MALE	Interview No Show
211	Harshita Chaudhary Chaudhary	18EJCCS065	Jaipur Engineering College and Research Centre, Jaipur	9462200110	harshita.chaudhury@outlook.com	FEMALE	Interview No Show
212	Tanmay Sharma	18EJCCS174	Jaipur Engineering College and Research Centre, Jaipur	8094027727	18tanmaysharma@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
213	shivang sharma	18EJCEE075	Jaipur Engineering College and Research Centre, Jaipur	9602432230	shivangsharma.ee22@jecrc.ac.in	MALE	Reject
214	Deepesh Kumar Dhaker	18EJCCS045	Jaipur Engineering College and Research Centre, Jaipur	9872193272	deepeshkumardhaker.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
215	Rashi Gupta	18EJCEC120	Jaipur Engineering College and Research Centre, Jaipur	7231884708	17rashig@gmail.com	FEMALE	Reject
216	Bhanvi Menghani	18EJCIT026	Jaipur Engineering College and Research Centre, Jaipur	7014991404	bhanvimenghani.it22@gmail.com	FEMALE	Interview No Show

217	Suraj Bansal	18EJCCS171	Jaipur Engineering College and Research Centre, Jaipur	7689029456	surajbansal.abu@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
218	Tanishq Gupta	18EJCCS173	Jaipur Engineering College and Research Centre, Jaipur	9799029094	tanxyz53@gmail.com	MALE	Reject
219	Sakshi Mishra	18EJCIT072	Jaipur Engineering College and Research Centre, Jaipur	9013811353	sakshimishra.it22@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
220	Mehul Kumawat	18EJCEE044	Jaipur Engineering College and Research Centre, Jaipur	6377572282	mehulkumawat.ee22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
221	Rajesh Kumar	18EJCEE066	Jaipur Engineering College and Research Centre, Jaipur	9772376851	rajeshkumar.ee22@jecrc.ac.in	MALE	Interview No Show
222	Sakshya Garg	18EJCCS147	Jaipur Engineering College and Research Centre, Jaipur	9636625911	sakshyagarg99@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
223	Naveen Kumar Sharma	18EJCEC094	Jaipur Engineering College and Research Centre, Jaipur	7297057605	1naveen.sharma11@gmail.com	MALE	Reject
224	Ashok Singh Gurjar	18EJCEC030	Jaipur Engineering College and Research Centre, Jaipur	9521752261	singhashok0907@gmail.com	MALE	Interview No Show

225	Pavini Garg	18EJCCS305	Jaipur Engineering College and Research Centre, Jaipur	8003965005	pavinigarg@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
226	Palak Yadav	18EJCEC104	Jaipur Engineering College and Research Centre, Jaipur	8107621939	palakyadav880@gmail.com	FEMALE	Interview No Show
227	Shashwat Jain	18EJCCS155	Jaipur Engineering College and Research Centre, Jaipur	7229917955	shashwatjain02@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
228	Mridul Mittal	18EJCCS304	Jaipur Engineering College and Research Centre, Jaipur	9639288561	mridul11mittal@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
229	Gaurav Sahu	18EJCCS056	Jaipur Engineering College and Research Centre, Jaipur	9460995220	gauravsahu06904@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
230	Bhumi Gajjar	18EJCEC040	Jaipur Engineering College and Research Centre, Jaipur	8209182560	bhumigajjar1999@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
231	Anirudhi Thanvi	18EJCIT018	Jaipur Engineering College and Research Centre, Jaipur	9024605061	anirudhithanvi.it22@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
232	Ashish Jain	18EJCEC025	Jaipur Engineering College and Research Centre, Jaipur	6378779496	aashishjain3009@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)

233	Aishwarya Harsh	18EJCIT006	Jaipur Engineering College and Research Centre, Jaipur	8094465330	aishwaryaharsh.it22@jecrc.ac.in	FEMALE	Reject
234	Ronak Jain	18EJCCS145	Jaipur Engineering College and Research Centre, Jaipur	7611941509	Ronakjain.dkj@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
235	Krish Mantri	18EJCCS088	Jaipur Engineering College and Research Centre, Jaipur	8003781249	krish232mantri@gmail.com	MALE	Interview No Show
236	Shivansh Khandelwal	18EJCIT077	Jaipur Engineering College and Research Centre, Jaipur	9680589623	khandelwalshivansh3@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
237	Bhavya Bhatia	18BCON465	Jaipur Engineering College and Research Centre, Jaipur	9829218662	bhvbhatia007@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
238	Meera Agrawal	18EJCCS096	Jaipur Engineering College and Research Centre, Jaipur	9934709816	meera11agrawal@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
239	Pawan Kumar Baldewa	18EJCCS119	Jaipur Engineering College and Research Centre, Jaipur	7086891369	baldewapawankumar@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
240	Devendra Sharma	18EJCCS722	Jaipur Engineering College and Research Centre, Jaipur	9462277780	dsh145002@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)

241	Arnav Nagayech	18EJCCS715	Jaipur Engineering College and Research Centre, Jaipur	7728968953	nagayech.arnav@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
242	Lekhraj Paliwal	18EJCEC082	Jaipur Engineering College and Research Centre, Jaipur	8112289511	lekhrajpaliwal18@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
243	Yashika Khandelwal	18EJCCS194	Jaipur Engineering College and Research Centre, Jaipur	9950891003	khyashika112@gmail.com	FEMALE	Interview No Show
244	Arjita Mathur	18EJCEC020	Jaipur Engineering College and Research Centre, Jaipur	7023400771	arjitaofficial@gmail.com	FEMALE	Reject
245	RAHUL SOLANKI	18EJCCS132	Jaipur Engineering College and Research Centre, Jaipur	6376531962	rk4125664@gmail.com	MALE	Reject
246	Gaurav Sharma	18EJCIT032	Jaipur Engineering College and Research Centre, Jaipur	6378089039	gauravsharma.it22@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
247	Versha Krishnani	18EJCIT088	Jaipur Engineering College and Research Centre, Jaipur	7231007805	vershakrishnani.it22@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
248	aanchal bansal	18EJCCS302	Jaipur Engineering College and Research Centre, Jaipur	7568766688	aanchal.bansal141@gmail.com	FEMALE	Reject

249	Kartik Bhatia	18EJCCS728	Jaipur Engineering College and Research Centre, Jaipur	8078663647	102kartikjaisalmer@gmail.com	MALE	Interview No Show
250	Ritik Chopra	18EJCCS744	Jaipur Engineering College and Research Centre, Jaipur	7073253923	ritikchopra.2cse22@jecrc.ac.in	MALE	Reject
251	Garima Goyal	18EJCEC055	Jaipur Engineering College and Research Centre, Jaipur	7062325928	goyalgarima902@gmail.com	FEMALE	Interview No Show
252	Kanika Kumawat	18EJCCS726	Jaipur Engineering College and Research Centre, Jaipur	7976789747	kanikakumawat.2cse22@jecrc.ac.in	FEMALE	Interview No Show
253	ADITI BIRLA	18EJCCS004	Jaipur Engineering College and Research Centre, Jaipur	6377844588	aditi224979@gmail.com	FEMALE	Final Select for Senior Analyst (7.5 LPA)
254	Himanshi Kabra	18EJCCS067	Jaipur Engineering College and Research Centre, Jaipur	7597263442	kabra.himanshi.99@gmail.com	FEMALE	Interview No Show
255	MAYANK JAIN	18EJCEC087	Jaipur Engineering College and Research Centre, Jaipur	9166310971	jainmayank8321@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
256	ANIKET JAIN	18EJCIT015	Jaipur Engineering College and Research Centre, Jaipur	8824227106	aniketjain.it22@jecrc.ac.in	MALE	Final Select for Senior Analyst (7.5 LPA)

257	Neha Prajapati	18EJCCS109	Jaipur Engineering College and Research Centre, Jaipur	6378492622	nehajoonwal@gmail.com	FEMALE	Interview No Show
258	Manish Kumar	18EJCCS301	Jaipur Engineering College and Research Centre, Jaipur	9504936436	Connect.manish17@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
259	Nitu kumawat Kumawat	18EJCIT054	Jaipur Engineering College and Research Centre, Jaipur	8619220183	nitukumawat.it22@jecrc.ac.in	FEMALE	Interview No Show
260	Ayush Jain	18EJCCS032	Jaipur Engineering College and Research Centre, Jaipur	8769842291	ayushcj30@gmail.com	MALE	Interview No Show
261	Aryan Khandelwal	18EJCCS024	Jaipur Engineering College and Research Centre, Jaipur	6377813193	aryankhandelwal.cse22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
262	Anany Garg	18EJCCS710	Jaipur Engineering College and Research Centre, Jaipur	8696954479	ananygarg.2cse22@jecrc.ac.in	MALE	Interview No Show
263	Shreya Jain	18EJCCS159	Jaipur Engineering College and Research Centre, Jaipur	9799523308	shreyajain.cse22@jecrc.ac.in	FEMALE	Interview No Show
264	RAVI SAIN	18EJCEC121	Jaipur Engineering College and Research Centre, Jaipur	8385971290	ravis12899@gmail.com	MALE	Reject

265	Shoaib Khan	18EJCCS158	Jaipur Engineering College and Research Centre, Jaipur	7737741362	shoaib1207k@gmail.com	MALE	Final Select for Analyst (4.0 LPA)
266	Ayush Bansal	18EJCIT025	Jaipur Engineering College and Research Centre, Jaipur	9368826127	ayushbansal.it22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
267	Khushi Singhal	18EJCIT044	Jaipur Engineering College and Research Centre, Jaipur	9887766647	khushisinghal.it22@gmail.com	FEMALE	Final Select for Analyst (4.0 LPA)
268	Aryan Jain	18EJCEC024	Jaipur Engineering College and Research Centre, Jaipur	8290334432	aryanjain.ece22@jecrc.ac.in	MALE	Final Select for Analyst (4.0 LPA)
269	Prachi Joshi	18EJCIT060	Jaipur Engineering College and Research Centre, Jaipur	8290349294	prachijoshi.it22@gmail.com	FEMALE	Interview No Show
270	Akshat Pareek	18EJCIT007	Jaipur Engineering College and Research Centre, Jaipur	7073673256	akshatpareek.it22@gmail.com	MALE	Reject
271	Ishita Tiwari	18E1JCCSF40P075	Jaipur Engineering College and Research Centre, Jaipur	6378624572	ishitatiwari.cse22@jecrc.ac.in	FEMALE	Interview No Show
272	Siddarth Jain	18EJCIT081	Jaipur Engineering College and Research Centre, Jaipur	8824803265	siddarthjain.it22@gmail.com	MALE	Final Select for Analyst (4.0 LPA)

273	Manan Sharma	18EJCCS093	Jaipur Engineering College and Research Centre, Jaipur	7688837069	manan3344acesharma@gmail.com	MALE	Interview No Show
274	Vaibhav Sharma	18EJCIT086	Jaipur Engineering College and Research Centre, Jaipur	7728040945	vaibhavsharma.it22@gmail.com	MALE	Interview No Show
275	Tushar Sharma	18EJCCS177	Jaipur Engineering College and Research Centre, Jaipur	9461135140	tusharsharma24227@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
276	Manik Gupta	18EJCCS094	Jaipur Engineering College and Research Centre, Jaipur	8491902855	gmanik803@gmail.com	MALE	Interview No Show
277	Siddharth Kavadia	18EJCCS752	Jaipur Engineering College and Research Centre, Jaipur	8955833144	siddharthkavadiask17@gmail.com	MALE	Interview No Show
278	Ujjawal Karn	18BC0N541	Jaipur Engineering College and Research Centre, Jaipur	7990954214	ukarn124@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)
279	Shivam Gupta	18EJCEC143	Jaipur Engineering College and Research Centre, Jaipur	9024018283	sg493713@gmail.com	MALE	Reject
280	Tushar Jain	18EJCCS176	Jaipur Engineering College and Research Centre, Jaipur	8890039879	17.tushar.jain@gmail.com	MALE	Final Select for Senior Analyst (7.5 LPA)



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www.capgemini.com/in-en

Superset ID: 1411376

Letter of Intent ("LOI")

Dear Agrawal Ravindra,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1411376**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1411376**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1411376**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Agrawal Ravindra
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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www.capgemini.com/in-en

Superset ID: 1577974

Letter of Intent ("LOI")

Dear Anirudh Palawat,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1577974**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Anirudh Palawat
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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Superset ID: 2330123

Letter of Intent ("LOI")

Dear Aryan Jain,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Associate** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 2330123**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 2330123**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 2330123**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Aryan Jain

Associate and A3

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring



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Superset ID: 1260477

Letter of Intent ("LOI")

Dear Aryan Rana,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1260477**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1260477**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1260477**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Aryan Rana
Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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

Superset ID: 1564144

Letter of Intent ("LOI")

Dear Deepak ,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1564144**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Deepak

Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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



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Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1551167

Letter of Intent ("LOI")

Dear Divyansh ,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1551167**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1551167**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1551167**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

ANNEXURE 1

Divyansh
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 6628428/1577095,

12/01/2022,
Hemang Awasthi.

Anand vihar tehsil niwai banasthali vidya peeth
tonk, Rajasthan
India.

Confidential

Dear Hemang Awasthi,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited ('Capgemini ' or 'Company')** starting from **03/02/2023** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**.

B) You will be required to work at the Company's offices in **Mumbai**.

C) You have to report by 9:00 A.M. at **Mumbai** office to complete your on-boarding and joining formalities. In this regard, you may contact security at the main gate for your entry pass at:

Address
CAPGEMINI Knowledge Park, IT 1 / IT 2, TTC Industrial Area, Thane-Belapur Road,
Airoli, Navi Mumbai, Maharashtra - 400708

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 400,010.00 (Rupees Four Lakh And Ten Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Analyst

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,890.00	Rs.22,680.00
Other Allowances and Reimbursements – 2 +	Rs.839.00	Rs.10,068.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,878.00	Rs.358,536.00
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.

Note: In the event you are not citizen of India, International Worker (IW) or Overseas Citizen of India (OCI), your PF contribution as mentioned above shall be remitted as stipulated by the Government of India from time-to-time.

2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) You shall be eligible for following additional one-time payout:

- **Special Incentive:** You shall be eligible for one-time incentive of **INR 25,000.00/- (Rupees Twenty Five Thousand Only)** post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

I.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. If you are a IW / OCI your employment with the Company is subject and coterminous to valid employment VISA/ employment permit as applicable (conditions, tenure and other terms as may be applicable) for the purpose of employment during your term of employment with the Company. You are required to fulfil all the compliance pertaining to the same including but not limited to the compliances with FRRO and intimate the Company within 2 working days.
 - j. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 05/01/2023 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - k. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - l. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

K.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Salil Mathew

Head - Talent Acquisition

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Hemang Awasthi**

Date: **12/01/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Joining Documents

Please carry two set of photocopies along with the original documents for verification as mentioned below:

I. Academic qualification (Highest qualification as applicable):

- Highest Academic Qualification – all semester marksheet and certificates
- Provisional Certificate OR Convocation OR Degree certificate
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents(As applicable):

- a. Current Employer
(Document mandatorily containing: Emp ID, Designation, Start Date of Employment, End Date of Employment)
- Resignation acceptance letter OR Email confirmation from the HR (official domain) OR Relieving Letter AND Experience Certificate
 - Pay slips for last 3 months
- b. Previous Employer(s)
- Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date and end date of your employment (s))

III. Mandatory Documents

- UAN card copy with KYC as "YES" (not required for freshers)
- E-Aadhar card copy
- Passport size photograph – 4 copies (white background)

IV. Proof of Identity (Any two):

- PAN Card (Mandatory)
- Valid Passport – All pages
- Driving License
- Voter's Id

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc. whichever is higher)
- Professional Experience & Employment(s) Credentials.
- Database
- Court Record (as applicable)

Note: Based on certain business requirement and statutory rules, Capgemini may initiate additional checks during your tenure in the organization. By accepting this offer you agree to undergo such additional checks as required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents whenever the insufficiency is intimated to avoid delay in onboarding and completion of BGV.

***** You are required to submit all the documents at the earliest from receiving this Offer and the NES failing to which offer will be revoked *****

Fill the standard application form by clicking the New Employee Wizard (NES) link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days, please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE **is not considered**.
- Experience letters and relieving letters for last 5 years of employment as applicable

Please note, should you provide any other additional document than the aforesaid, the Company shall not be held responsible for the same

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers for last 5 years of employment as applicable
- These letters should clearly mention your date of joining & last working day with your previous employers

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to upload the original experience/relieving letter in the Background verification Application (Link available on E-mail) not later than 45 days of your joining***

- Campus Hire: For current year pass outs, mandate documents (Final year marksheet/consolidated marksheet and Provisional certificate) to be shared within 60 days of joining Capgemini".

Court Verification Forms

- Court Record form

Note:

All these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All the above forms will be shared with our empaneled BGV vendors. As part of the verification process, you may be requested to support with verification which could include police and court checks. The forms are further submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence for verification; alternatively, they may also call you or ask you to visit the nearby Police Station.

Important points to note:

- In an event you fail to upload the required pending documents in the BGV tool within 7 Calendar days / within 3 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini may take disciplinary action which inter alia includes termination from service without notice.

***In case your last employer does not provide experience letter, the relieving letter is accepted as an alternate document. Please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 6144630/1422068,

07/14/2022,
Jadi Nandini.

H.No: C- 3 / 4, Savitri Vihar, JSL, Samaghogha, Mundra, kutch, Gujarat, 370415
Kutch, Gujarat
India.

Confidential

Dear Jadi Nandini,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini' or '**Company**') starting from **07/21/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**.

B) You will be required to work at the Company's offices in **GANDHINAGAR**.

C) You have to report by 8:30 am at **GANDHINAGAR** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
Capgemini Technology Services India Limited, A-201/202, Building 1, 2nd Floor, Mindspace SEZ (K. Raheja)
Koba, Gandhinagar-382009, Gujarat

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 400,010.00 (Rupees Four Lakh And Ten Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Analyst

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,890.00	Rs.22,680.00
Other Allowances and Reimbursements – 2 +	Rs.839.00	Rs.10,068.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,878.00	Rs.358,536.00
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) You shall be eligible for following additional one-time payout:

- **Special Incentive**: You shall be eligible for one-time incentive of **INR 25,000.00/- (Rupees Twenty Five Thousand Only)**, post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

I.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 09/19/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

K.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Jadi Nandini**

Date: **07/14/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous)</p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents</p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address</p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>V) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops & Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address backgroundverification.in@capgemini.com not later than 14 days of your joining***

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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

Superset ID: 1563855

Letter of Intent ("LOI")

Dear Jayesh Suthar,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1563855**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1563855**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1563855**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Jayesh Suthar
Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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

Superset ID: 15769767

Letter of Intent ("LOI")

Dear Khushi Rohilla

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

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- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 15769767**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 15769767**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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ANNEXURE1

Khushi Rohilla

Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi Head - Fresher Hiring

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

EMPLOYMENT OFFER LETTER

Capgemini Ref: 6494899/1487371,

10/21/2022,
kumar Eklavya.

Sarat Apartments, Mithapur
Patna, Bihar
India.

Confidential

Dear kumar Eklavya,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini' or '**Company**') starting from **12/29/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**.

B) You will be required to work at the Company's offices in **Pune**.

C) You have to report by 9:00 am at **Pune** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
Ground to 14th Floor of Development Block 1, Plot No 14,
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 400,010.00 (Rupees Four Lakh And Ten Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Analyst

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,890.00	Rs.22,680.00
Other Allowances and Reimbursements – 2 +	Rs.839.00	Rs.10,068.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,878.00	Rs.358,536.00
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) You shall be eligible for following additional one-time payout:

- **Special Incentive**: You shall be eligible for one-time incentive of **INR 25,000.00/- (Rupees Twenty Five Thousand Only)** post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

I.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 02/27/2023 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

K.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Salil Mathew

Head - Talent Acquisition

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **kumar Eklavya**

Date: **10/21/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Joining Documents

Please carry two set of photocopies along with the original documents for verification as mentioned below:

I. Academic qualification (Highest qualification as applicable):

- Highest Academic Qualification – all semester marksheet and certificates
- Provisional Certificate OR Convocation OR Degree certificate
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents(As applicable):

- a. Current Employer
(Document mandatorily containing: Emp ID, Designation, Start Date of Employment, End Date of Employment)
- Resignation acceptance letter OR Email confirmation from the HR (official domain) OR Relieving Letter AND Experience Certificate
 - Pay slips for last 3 months
- b. Previous Employer(s)
- Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date and end date of your employment (s))

III. Mandatory Documents

- UAN card copy with KYC as "YES" (not required for freshers)
- E-Aadhar card copy
- Passport size photograph – 4 copies (white background)

IV. Proof of Identity (Any two):

- PAN Card (Mandatory)
- Valid Passport – All pages
- Driving License
- Voter's Id

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc. whichever is higher)
- Professional Experience & Employment(s) Credentials.
- Database
- Court Record (as applicable)

Note: Based on certain business requirement and statutory rules, Capgemini may initiate additional checks during your tenure in the organization. By accepting this offer you agree to undergo such additional checks as required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents whenever the insufficiency is intimated to avoid delay in onboarding and completion of BGV.

***** You are required to submit all the documents at the earliest from receiving this Offer and the NES failing to which offer will be revoked *****

Fill the standard application form by clicking the New Employee Wizard (NES) link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days, please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for last 5 years of employment as applicable

Please note, should you provide any other additional document than the aforesaid, the Company shall not be held responsible for the same

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers for last 5 years of employment as applicable
- These letters should clearly mention your date of joining & last working day with your previous employers

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to upload the original experience/relieving letter in the Background verification Application (Link available on E-mail) not later than 45 days of your joining***

- Campus Hire: For current year pass outs, mandate documents (Final year marksheet/consolidated marksheet and Provisional certificate) to be shared within 60 days of joining Capgemini".

Court Verification Forms

- Court Record form

Note:

All these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All the above forms will be shared with our empaneled BGV vendors. As part of the verification process, you may be requested to support with verification which could include police and court checks. The forms are further submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence for verification; alternatively, they may also call you or ask you to visit the nearby Police Station.

Important points to note:

- In an event you fail to upload the required pending documents in the BGV tool within 7 Calendar days / within 3 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini may take disciplinary action which inter alia includes termination from service without notice.

***In case your last employer does not provide experience letter, the relieving letter is accepted as an alternate document. Please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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EMPLOYMENT OFFER LETTER

Capgemini Ref: 6457651/1539657,

10/13/2022,
Kushal Saini.

10 laxmi nagar niwaru road jhotwara jaipur 302012
Jaipur, Rajasthan
India.

Confidential

Dear Kushal Saini,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini' or '**Company**') starting from **12/22/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Analyst/A4**.

B) You will be required to work at the Company's offices in **Mumbai**.

C) You have to report by 9:00 am at **Mumbai** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
Capgemini knowledge Park(SEZ),IT3/IT4, Airoli knowledge Park,Thane Belapur Rd,
Airoli, Navi Mumbai, Maharashtra - 400708

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 400,010.00 (Rupees Four Lakh And Ten Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Analyst

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,890.00	Rs.22,680.00
Other Allowances and Reimbursements – 2 +	Rs.839.00	Rs.10,068.00
Advance Statutory Bonus ++	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,878.00	Rs.358,536.00
Capgemini's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.8,664.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) You shall be eligible for following additional one-time payout:

- **Special Incentive**: You shall be eligible for one-time incentive of **INR 25,000.00/- (Rupees Twenty Five Thousand Only)** post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

I.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 02/20/2023 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

K.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Salil Mathew

Head - Talent Acquisition

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Kushal Saini**

Date: **10/13/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Joining Documents

Please carry two set of photocopies along with the original documents for verification as mentioned below:

I. Academic qualification (Highest qualification as applicable):

- Highest Academic Qualification – all semester marksheet and certificates
- Provisional Certificate OR Convocation OR Degree certificate
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents(As applicable):

- a. Current Employer
(Document mandatorily containing: Emp ID, Designation, Start Date of Employment, End Date of Employment)
- Resignation acceptance letter OR Email confirmation from the HR (official domain) OR Relieving Letter AND Experience Certificate
 - Pay slips for last 3 months
- b. Previous Employer(s)
- Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date and end date of your employment (s))

III. Mandatory Documents

- UAN card copy with KYC as "YES" (not required for freshers)
- E-Aadhar card copy
- Passport size photograph – 4 copies (white background)

IV. Proof of Identity (Any two):

- PAN Card (Mandatory)
- Valid Passport – All pages
- Driving License
- Voter's Id

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc. whichever is higher)
- Professional Experience & Employment(s) Credentials.
- Database
- Court Record (as applicable)

Note: Based on certain business requirement and statutory rules, Capgemini may initiate additional checks during your tenure in the organization. By accepting this offer you agree to undergo such additional checks as required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents whenever the insufficiency is intimated to avoid delay in onboarding and completion of BGV.

***** You are required to submit all the documents at the earliest from receiving this Offer and the NES failing to which offer will be revoked *****

Fill the standard application form by clicking the New Employee Wizard (NES) link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days, please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE **is not considered**.
- Experience letters and relieving letters for last 5 years of employment as applicable

Please note, should you provide any other additional document than the aforesaid, the Company shall not be held responsible for the same

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers for last 5 years of employment as applicable
- These letters should clearly mention your date of joining & last working day with your previous employers

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to upload the original experience/relieving letter in the Background verification Application (Link available on E-mail) not later than 45 days of your joining***

- Campus Hire: For current year pass outs, mandate documents (Final year marksheet/consolidated marksheet and Provisional certificate) to be shared within 60 days of joining Capgemini".

Court Verification Forms

- Court Record form

Note:

All these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All the above forms will be shared with our empaneled BGV vendors. As part of the verification process, you may be requested to support with verification which could include police and court checks. The forms are further submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence for verification; alternatively, they may also call you or ask you to visit the nearby Police Station.

Important points to note:

- In an event you fail to upload the required pending documents in the BGV tool within 7 Calendar days / within 3 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini may take disciplinary action which inter alia includes termination from service without notice.

***In case your last employer does not provide experience letter, the relieving letter is accepted as an alternate document. Please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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

Superset ID: 2328322

Letter of Intent ("LOI")

Dear Naman Jain,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 2328322**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 2328322**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 2328322**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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

ANNEXURE 1

Naman Jain

Associate and A3

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

EMPLOYMENT OFFER LETTER

Capgemini Ref: 6257014/1441706,

08/12/2022,
Namrata Surana.

R.T.D.C. road gokul nagar Nathdwara
Rajsamand, Rajasthan
India.

Confidential

Dear Namrata Surana,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini ' or '**Company**') starting from **09/20/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Senior Analyst/A5**.

B) You will be required to work at the Company's offices in **Pune**.

C) You have to report by 8:30 am at **Pune** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
Ground to 14th Floor of Development Block 1, Plot No 14,
Rajiv Gandhi Infotech Park, Phase III, Hinjewadi, Pune, Maharashtra - 411057

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Senior Analyst**Total Cost to Company (CTC).****Rs.750,002.00**

Monthly Components	Per Month	Annualized
Basic	Rs.21,548.00	Rs.258,576.00
House Rent Allowance	Rs.12,929.00	Rs.155,148.00
Other Allowances and Reimbursements – 1 #	Rs.14,750.00	Rs.177,000.00
Other Allowances and Reimbursements – 2 +	Rs.8,717.00	Rs.104,604.00
Gross monthly salary	Rs.57,944.00	Rs.695,328.00
Capgemini's contribution to PF *	Rs.2,586.00	Rs.31,032.00
Gratuity (accrual only)		Rs.12,432.00
Total Fixed Compensation		Rs.738,792.00
Total Cash Compensation		Rs.738,792.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 750,002.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 11/19/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Namrata Surana**

Date: **08/12/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous)</p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents</p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address</p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops & Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address backgroundverification.in@capgemini.com not later than 14 days of your joining***

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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

Superset ID: 1560947

Letter of Intent ("LOI")

Dear Naveen kumar,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1560947**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1560947**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1560947**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Naveen kumar
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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

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

EMPLOYMENT OFFER LETTER

Capgemini Ref: 6222101/1418239,

08/05/2022,
Piyush Jain.

F-3, 383, Prem Nagar, Jagatpura Road, Jaipur 302017
Jaipur, Rajasthan
India.

Confidential

Dear Piyush Jain,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini ' or '**Company**') starting from **09/06/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Senior Analyst/A5**.

B) You will be required to work at the Company's offices in **Hyderabad**.

C) You have to report by 8:30 am at **Hyderabad** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
Capgemini Technology Services India Limited. IT Park 1,115 / 32&35, Nanakram Guda,
Gachibowli, Hyderabad - 500 032

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Senior Analyst**Total Cost to Company (CTC).****Rs.750,002.00**

Monthly Components	Per Month	Annualized
Basic	Rs.21,548.00	Rs.258,576.00
House Rent Allowance	Rs.12,929.00	Rs.155,148.00
Other Allowances and Reimbursements – 1 #	Rs.14,750.00	Rs.177,000.00
Other Allowances and Reimbursements – 2 +	Rs.8,717.00	Rs.104,604.00
Gross monthly salary	Rs.57,944.00	Rs.695,328.00
Capgemini's contribution to PF *	Rs.2,586.00	Rs.31,032.00
Gratuity (accrual only)		Rs.12,432.00
Total Fixed Compensation		Rs.738,792.00
Total Cash Compensation		Rs.738,792.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 750,002.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 11/05/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Piyush Jain**

Date: **08/05/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves its right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous)</p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents</p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address</p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>v) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops & Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address backgroundverification.in@capgemini.com not later than 14 days of your joining***

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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

Superset ID: 1558612

Letter of Intent ("LOI")

Dear Prateek Singh,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1558612**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1558612**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1558612**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Prateek Singh
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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

Superset ID: 1573904

Letter of Intent ("LOI")

Dear Preet Panchal,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1573904**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1573904**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1573904**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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ANNEXURE 1

Preet Panchal
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1560239

Letter of Intent ("LOI")

Dear Prima Nair,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1560239**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1560239**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1560239**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Prima Nair

Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1340636

Letter of Intent ("LOI")

Dear Pulkrit Sarin,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1340636**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1340636**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1340636**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Pulkit Sarin
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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



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

Superset ID: 1623543

Letter of Intent ("LOI")

Dear Shaswat Jain,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1623543**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1623543**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1623543**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Shaswat Jain
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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

EMPLOYMENT OFFER LETTER

Capgemini Ref: 6218357/1418203,

08/03/2022,
Shivank Mishra.

19-A Mansarowar Colony, Near SBI Bank, Adhartal, Jabalpur, Madhya Pradesh, 482001
Jabalpur, Madhya Pradesh
India.

Confidential

Dear Shivank Mishra,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini' or '**Company**') starting from **08/09/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Senior Analyst/A5**.

B) You will be required to work at the Company's offices in **Hyderabad**.

C) You have to report by 8:30 am at **Hyderabad** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
IT Park 1, Survey no : 115/32&35, Nanakramguda Gachibowli,
Gachibowli, Hyderabad - 500 032

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Senior Analyst**Total Cost to Company (CTC).****Rs.750,002.00**

Monthly Components	Per Month	Annualized
Basic	Rs.21,548.00	Rs.258,576.00
House Rent Allowance	Rs.12,929.00	Rs.155,148.00
Other Allowances and Reimbursements – 1 #	Rs.14,750.00	Rs.177,000.00
Other Allowances and Reimbursements – 2 +	Rs.8,717.00	Rs.104,604.00
Gross monthly salary	Rs.57,944.00	Rs.695,328.00
Capgemini's contribution to PF *	Rs.2,586.00	Rs.31,032.00
Gratuity (accrual only)		Rs.12,432.00
Total Fixed Compensation		Rs.738,792.00
Total Cash Compensation		Rs.738,792.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 750,002.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 10/08/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Shivank Mishra**

Date: **08/03/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous)</p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents</p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address</p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>V) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops & Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address backgroundverification.in@capgemini.com not later than 14 days of your joining***

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
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Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1568917

Letter of Intent ("LOI")

Dear Shourya Saxena,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1568917**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1568917**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1568917**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Shourya Saxena
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 1435571

Letter of Intent ("LOI")

Dear Simran Mansuri,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
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3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

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

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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1435571**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Simran Mansuri
Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1878704

Letter of Intent ("LOI")

Dear SOMYA VIJAY,

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

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

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

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

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

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

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

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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1878704**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

SOMYA VIJAY

Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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www.capgemini.com/in-en

Superset ID: 1384285

Letter of Intent ("LOI")

Dear Tanishq Verma,

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

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

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

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

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

Upon joining Capgemini,

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

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- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1384285**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1384285**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Tanishq Verma
Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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Superset ID: 270530

Letter of Intent ("LOI")

Dear Taniya Chawda,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Taniya Chawda
Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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Superset ID: 1565021

Letter of Intent ("LOI")

Dear TANMAY JAIN,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1565021**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

TANMAY JAIN

Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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tanmay jain <tanmay.111.222.jain@gmail.com>

Capgemini Exceller ADAPT Credentials

1 message

IN, ADAPT <adapt.in@capgemini.com>

Mon, Jan 3, 2022 at 12:03 PM

To: "tanmay.111.222.jain@gmail.com" <tanmay.111.222.jain@gmail.com>

Dear Tanmay Jain,

Greetings from Capgemini!

Further to welcome mail communication, we would like to share the credentials for ADAPT platform. Request you to go through the instructions mentioned below and navigate the LMS portal.

URL & Login Credentials for accessing the LMS Portal:**LMS URL:** <https://manipal-adapt.in.capgemini.com/> (Please use Chrome / Edge/ Firefox Browsers)**Login ID:** CAPG2022B10LS5836**Password:** Welcome@123

*Post your first Login, you will be asked to reset your password.

Request you to kindly update your profile details under **My Profile** section after the first login.You can find "**User Manual**" on LMS under Quick Links ->EduNxt Help. Recommend you to go-through LMS Walkthrough videos which is in the "**Announcement Section**"Still got queries. Please do write to our LMS partner at support@manipalprolearn.com and the team will assist you with any clarification. (Monday to Friday 10:00 hours to 18:30 hours IST).**Kick off sessions are recorded and available in the platform itself. Please go through the recorded sessions for better understanding.**

Happy learning and all the best.

**Capgemini ADAPT Team**



From: headoffresherhiring@capgemini.com

Subject: Register for Capgemini Exceller - ADAPT Kick-off Session

Dear Candidate,

Greetings from Capgemini.

Thank you for accepting the Letter of Intent. We welcome you on your first steps to be a part of the Capgemini family.

We are delighted to introduce you to our Flagship Pre-joining Program enabled by our Digital platform **ADAPT** (**A**ccelerated **D**igital **A**id for **P**re-Onboarding the **T**alent). This platform offers you a comprehensive suite of self-paced learning modules blended with periodic assessments. Successful completion of learning through this platform is key pre-requisite for next level training. Hence, request you to take good advantage of this learning opportunity and be fully equipped to start your career with us.

What does ADAPT offer you?

- Equip yourself with foundational skills especially if you are not from CS/IT background
- If you are graduating with CS/IT, leverage this platform to refresh your skills and get a firm grip on fundamentals
- Get into the discipline and mode of "Self-Leaning" and "Learning by Doing" and gear up for the advanced skill training in left shift / internship program
- Compare your progress with your peers and best performing benchmark through weekly dashboard
- Enhance the possibility of obtaining strong fundamentals by completing the course on time and demonstrating good performance

Flow of program



Your learning journey is structured into two stages. First stage is ADAPT which is a bouquet of foundational courses which prepare you for the next stage learning, which offers courses aligned to specific skill track. You are mandatorily required to complete ADAPT.

Please note that your participation and performance in all the components of the program – quizzes, assignments, assessments will be considered in your overall ADAPT and next stage training performance. Completing this program on time will enable you to perform well in the next stage of your learning journey with Capgemini, which will be launched in early 2022.

Expectation from the participant

- You are expected to understand the complete learning journey
- Assess yourself on the skills being covered
- Create a learning plan focused on the gaps
- Complete the online learning modules including hands-on assignments as per your plan
- Participate in the webinars to get your questions cleared
- Take up all the assessments that are conducted through the journey and emerge as a budding professional ready to get into Capgemini
- Share your learnings with your peers and get recognized for your technical brilliance and boundary less behaviour

To sum up, enjoy the learning and lay a strong foundation for yourself to have a successful career in IT Industry.

Ethics and Confidentiality

At Capgemini, we value ethics as these are not only rules of behaviour but also guiding principles. We expect you to live by these values and maintain integrity while you participate in the assignments, quizzes, and assessments. Any unethical practice would adversely impact your onboarding into Capgemini.



You are expected to maintain confidentiality of the program details, including your user-id and password.



Next Steps

Please join one of the kick-off sessions scheduled on **29th Dec 21**. Kindly chose a time slot and register for the session by clicking on the links provided in below.

Please note that each session has a registration limit, and you are requested to register for your desired time slot at the earliest to get a seat. You will not receive the link to join till you register.

Time slot	Registration link
2 PM – 3 PM IST	https://attendee.gotowebinar.com/register/436835289976568334
5 PM – 6 PM IST	https://attendee.gotowebinar.com/register/758906435008042763

You will be receiving the user credentials from email ID: adapt.in@capgemini.com (this email can also be used for highlighting any issues where you are not getting help – related to the ADAPT program only). For technical queries, please use the helpline of Capgemini's Learning Partner, which you will get with the login credentials communication.

Regards.

Capgemini ADAPT Team

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3 attachments



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ADAPT | Stage 2 - Result



Inbox



Support [ProLe... Jun 13



to me ▾

Dear Tanmay Jain,

Greeting from UNext

Stage 2 - Final Assessment Result Card.

Name	Details
Final Assessment	28-05-2022
Result	Pass

Capgemini team will let you know the further process.

Happy Learning



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

Superset ID: 1407699

Letter of Intent ("LOI")

Dear Ujjawal Karn,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Senior Analyst** and **A5** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1407699**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1407699**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1407699**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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ANNEXURE 1

Ujjawal Karn
Senior Analyst and A5

Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 7,50,000/- (Rupees Seven Lakh Fifty Thousand only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives as applicable to you. Based on your Date of Joining, your compensation shall be paid monthly. The company shall deduct tax at source at the time of making payment.

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

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

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

EMPLOYMENT OFFER LETTER

Capgemini Ref: 6224180/1445105,

08/05/2022,
Vivek Saraswat.

22,Jai Jagdamba Nagar Dadi ka phatak, murlipura
Jaipur, Rajasthan
India.

Confidential

Dear Vivek Saraswat,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Capgemini Technology Services India Limited** ('Capgemini ' or '**Company**') starting from **09/06/2022** (or such other date as may be communicated to you by the Company), as per details given below.

A) Your current designation will be **Senior Analyst/A5**.

B) You will be required to work at the Company's offices in **Mumbai**.

C) You have to report by 8:30 am at **Mumbai** office, for joining formalities and contact security at the main gate for your entry pass at:

Address
CAPGEMINI Knowledge Park,IT 1 / IT 2, TTC Industrial Area,Thane-Belapur Road,
Airoli Knowledge Park, TTC Industrial Area, MIDC, Navi Mumbai - 400708

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) Your all-inclusive annual target compensation (on a cost to company basis) will be **INR 750,002.00 (Rupees Seven Lakh Fifty Thousand And Two Only)** which would comprise your salary, applicable statutory benefits, bonus, if any, and/or any incentives/skill based allowance as applicable to you. Your compensation shall be paid on a monthly basis, in arrears. The Company shall deduct tax at source and any other applicable taxes at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

Senior Analyst**Total Cost to Company (CTC).****Rs.750,002.00**

Monthly Components	Per Month	Annualized
Basic	Rs.21,548.00	Rs.258,576.00
House Rent Allowance	Rs.12,929.00	Rs.155,148.00
Other Allowances and Reimbursements – 1 #	Rs.14,750.00	Rs.177,000.00
Other Allowances and Reimbursements – 2 +	Rs.8,717.00	Rs.104,604.00
Gross monthly salary	Rs.57,944.00	Rs.695,328.00
Capgemini's contribution to PF *	Rs.2,586.00	Rs.31,032.00
Gratuity (accrual only)		Rs.12,432.00
Total Fixed Compensation		Rs.738,792.00
Total Cash Compensation		Rs.738,792.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 750,002.00

You need to choose any of the following optional instruments that are a part of the Other Allowance and Reimbursements - 1. Balance amount that is not claimed will be paid as Taxable on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements - 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Notes:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc.), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental, Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Caggemini Technology Services India Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

H.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

I.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer (prior to joining Capgemini).
 - g. Your background verification check (including address, academics, employment, criminal etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 11/05/2022 (for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, fabricated or forged information (including documentation) for securing employment with the Company or otherwise, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

J.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Capgemini Technology Services India Limited



Anilkumar Singh

Head - Talent Acquisition & Resourcing

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Capgemini Technology Services India Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Vivek Saraswat**

Date: **08/05/2022**

EXHIBIT 1

Terms & Conditions of Employment with Capgemini Technology Services India Limited

1. CURRENT WORK LOCATION:

1.1 Capgemini Technology Services India Limited ("**Capgemini**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labour laws and/or in the Company policies.
- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Mumbai in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Mumbai only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Capgemini Technology Services India Limited, having its registered office at No.14, Rajiv Gandhi Infotech Park, Hinjawadi Phase III, MIDC – SEZ, Village Man, Taluka Mulshi, Pune – 411057, Maharashtra (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini's clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Mumbai shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:
Signature:
Date:

ANNEXURE I (A)

Onboarding Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

1.	Hard copy / email copy of Capgemini offer letter shared with you.
2.	<p>Employment Documents:</p> <p>Current Employment(Immediate Previous)</p> <p>a) Relieving letter /Experience Certificate(if both these documents are not there, Resignation Acceptance Resignation acceptance mail is mandatory/Automated Copy of email resignation/Approved mail resignation (mentioning of last working day from the HR is mandatory)</p> <p>b) Payslips for last 3 months</p> <p>c) Form 16/Form 16A</p> <p>d) Salary Account 6 months Bank Statement</p> <p>e) Letter of appointment/Offer letter from employer which captures start date</p> <p>Previous EmploymentService/Relieving Certificate all employments- Mentioning date of joining ,designation and last working day</p>
3.	<p>Education Documents</p> <p>a) 10th Marksheet and certificate.</p> <p>b) 12th marksheet and Certificate.</p> <p>c) Graduation Marksheets and certificate/Diploma certificate.</p> <p>d) Post-Graduation Marksheets and degree certificate (If applicable)</p> <p>e) Any other relevant certificate</p>
4.	<p>Proof of Identity/ Address</p> <p>a) PAN Card</p> <p>b) AADHAAR Card</p> <p>c) Passport In case any of the proof of Identity/Address mentioned above not available then any Two of the below proofs</p> <p>i) Voters Id</p> <p>ii) Driving License</p> <p>iii) Ration card</p> <p>iv) Electricity Bills</p> <p>V) Gas card</p> <p>vi) Notarized Self Affidavit</p>
5.	Passport size photographs (6 nos.)
6.	<p>Self Employed/CO-owner/Freelancing/ Partnership employment(s) (if applicable)</p> <p>a) Form 16/Form 26AS</p> <p>b) Bank statement for 6 months</p> <p>c) Shops & Commercial Establishment Registration Certificate</p> <p>d) Co-Owner/Partnership/Ownership – Required partnership/ownership dissolution deed</p>
7.	Cancelled Cheque of Saving Bank Account having IFSC Code details – Mandatory
8.	Details of your Provident Fund, Employees' Pension Scheme and Universal Account Number, if earlier member PF/EPS scheme Mandatory.

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Graduation/Bachelor's Degree/Post Graduate Degree etc.)
- Professional Experience & Employment(s) Credentials.

Note: Based on certain business requirement and statutory rules Capgemini may initiate certain additional checks during your tenure in Capgemini and by accepting this offer you agree to undergo such additional checks when required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents within 7 calendar days from the date of receipt of this offer:

- Fill the standard application form by clicking the New Employee Wizard link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>. (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload back the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet**.
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE is not considered.
- Experience letters and relieving letters for 5 years of employment or past 2 employers whichever is higher.

Form 16 - Part A only.

Bank statement for last 3 months – [Please ensure to mask all other transaction details (whether debit or credit entries) except for salary transfer details of your last employer, such that only salary credits of previous employment are visible.

Please note, should you provide any other additional document than the aforesaid, or provide bank statement without masking other transaction details, the Company shall not be held responsible for the same.]

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers
- These letters should clearly mention your last working day with your previous employers.

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to submit the original experience/relieving letter to Capgemini HR department / email the same to the following email address backgroundverification.in@capgemini.com not later than 14 days of your joining***

Court Verification Forms

- Court Record form

Note:

All of these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All of the above forms are submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence address for verification; alternatively they may also call you or ask you to visit the nearby Police Station.

You are required to submit all the documents with 7 days from receiving this Offer, failing which offer will be revoked*

Important points to note:

- In an event you fail to submit the required documents to the HR department within 30 days of first intimation/date of joining and after 2 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini reserves to take disciplinary actions which inter alia includes termination from service without notice.

***In case your last employer do not provide experience letter you may provide the relieving letter, however please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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

Superset ID: 1512951

Letter of Intent ("LOI")

Dear YASH GOYAL,

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

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

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

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

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

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

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

Upon joining Capgemini,

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

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

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

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

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

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

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 1512951**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 1512951**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 1512951**

Thanking you,

Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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

ANNEXURE 1

YASH GOYAL

Analyst and A4

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

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

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

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



Final Result- CEG Test house for Civil students



External

Inbox



Sana HR 2:04 PM

to TPO, me, Sahil, Prashant, P... ▾



Dear all,

Good Afternoon! Hope you are doing well

We are glad to share that 3 students got offered from the Civil department in CEG Test house. Request you all to please convey the below students about their selections and update them in the database of respective departments, also freeze them appearing in the ongoing or upcoming drive.

Bhavya Jaluthria
Mayank Dadhich
Viraj Chouhan

Best Regards

S.M. Sana | Asst. Manager HR- Placement Cell | Jaipur Engineering College & Research Centre

Email: sana.hr@jecrc.ac.in |

Site: www.jecrcfoundation.com

Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sanganer Sadar Thana Tonk Road 302022 Rajasthan India

STRICTLY CONFIDENTIAL

Date: 27-Oct-2021

Name: Anurag Sharma

Location: To be provided at the time of Joining

Country: India

Subject: Letter of Intent ("LOI")

Dear Anurag,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1 st September, 2022
Designation:	Associate
Place of Posting:	(To be provided at the time of joining)
CTC:	INR 5,00,000/- (Rupees Five Lakh Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.

The formal employment letter will be issued on the Date of Joining as per Company's standard process.

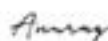
The Date of Joining and Training Date may vary as per the Date of Exams.

Your appointment to employment will be based on your performance during the internship and training period, inter alia.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.



INDIA | UK | USA | SINGAPORE

Zoho Sign Document ID: 7PUW71U1XXASPCZCM9KWQURHXGJUEUAZDUY_HX45YE

Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:

The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.



(Signature)
Name: Anurag sharma

Date: Oct 27 2021 22:35 IST

Internship Confirmation Mail



Celebal Technologies
to:hr@celebaltech.com
13 hours ago Details



Good Day, **Ayushi Bansal**,

Heartiest Congratulations on your selection as an Intern at Celebal Technologies!

On behalf of Celebal Technologies, we're pleased to welcome you to the organization as an intern for the **Devops & App Modernization** department.

Your date of joining is **17th January 2022** and you will be reporting to **Mr. Anuj Upadhyay**.

Below are some crucial informational points –

1. Your stipend would be **5000 INR pm**.
2. The 24 months agreement is to be signed and will be effective from your Date of Joining.
3. You'll be receiving PPO (Pre-Placement Offer) for the month of August'22 (Can be changed based on your performance).
4. You are expected to work for 8-9 hours on a daily basis from the office.
5. There will be 6 operational days.
6. Your job location will be Jaipur.
7. Work hygiene must be followed, which includes logging in time, prior information for the leaves, and professional behavior throughout

Bank Details Form: [Bank Details Form](#)

*A salaried account will be opened in the IndusInd Bank in addition to your current account. We request you to fill the above bank details Form with your current bank account

*Kindly revert with your confirmation.

--

Regards

Priyal Kakkar

HR Team | Celebal Technologies

8079870677 (M)

priyal.kakkar@celebaltech.com

careers@celebal.tech

A2, 7th Floor, UDB Corporate Tower, Near Jawahar Circle, Jaipur, India



Reply



Reply all



Forward

Primary

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Gmail



This document has been signed by all parties.

Zoho Sign Document ID: HPF5R X0RQ_Y2NTRGBY3KXZLKASH0XWFSBPAT9KX0



hr@celebaltech.com
employment@celebaltech.com
www.celebaltech.com
0141-4300659
India: A-2 2nd Floor, VGS Corporate Tower,
JLN, Mang, Jaipur

STRICTLY CONFIDENTIAL

Date: 25-04-2022
Name: Kartik Udawat
Location: Jaipur, Rajasthan
Country: India

Subject: Letter of Intent

Dear Kartik,
This letter is to confirm that Celebal Technologies is pleased to share you the proposed offer terms.

Proposed Confirmation Date as FTE: 1st January 2023
Designation: Associate
Place of Posting: Jaipur, Rajasthan
CTC: INR 4,52,928/- (Four Lakh Fifty-Two Thousand Nine Hundred and Twenty Eight Only/-)

Please refer to the details of your remuneration and other allowances enclosed as "Annexure A".

The formal employment letter will be issued on the Date of Joining as per the standard process.

The Date of Joining and Training Date may vary as per the Date of Exams.

Your appointment to employment will be completely based on your performance during the internship and training period.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to you as a part of Celebal Tech family.

Page 1 of 3

INDIA | UK | USA | SINGAPORE

Kartik Udawat_January'23 - LOI

1 of 3

Zoho Sign Document ID: HPF5R X0RQ_Y2NTRGBY3KXZLKASH0XWFSBPAT9KX0

Best Regards,

Tejal Mangal
Sr. Executive
Human Resources



Fwd: Final Result - Celebal Recruitment drive

1 message

Fri, Nov 11, 2022 at 4:23 PM

Khushi Wadhwa <khushiwadhwa.hr@jecrc.ac.in>
To: Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>

----- Forwarded message -----

From: Amit Gupta <gupta.amitg2558@gmail.com>
Date: Fri, 11 Nov 2022, 4:21 pm
Subject: Fwd: Final Result - Celebal Recruitment drive
To: khushiwadhwa.hr@jecrc.ac.in <khushiwadhwa.hr@jecrc.ac.in>

----- Forwarded message -----

From: Amit Gupta <gupta.amitg2558@gmail.com>
Date: Wed, 29 Sept 2021 at 11:48
Subject: Re: Final Result - Celebal Recruitment drive
To: TPO CS JECRC <tpo.cse@jecrc.ac.in>

Yes I am interested in joining!

On Wed, 29 Sep 2021 at 9:07 AM, 'TPO CS JECRC' via CSE D 2018-2022 <jecrc3csed2022@googlegroups.com> wrote:
Dear All,

We are pleased to share the final result in the Celebal Technologies Recruitment drive Company has selected 21 students from our Foundation -

First Name	Last Name	Email Address	Domain
Jalash	Khatri	jalashkhatri.cse22@jecrc.ac.in	Cloud Infra/Devops
Ishan	Kapoor	ishankapoor.cse22@jecrc.ac.in	Cloud Infra
Mahesh	Jandwani	maheshjhandwani9999@gmail.com	Cloud Infra
Harsh	Verma	harshverma.cse22@jecrc.ac.in	Cloud Infra
Saloni	Vyas	salonivyas.ece22@jecrc.ac.in	Cloud Infra
Dakshita	Gupta	dakshitag24@gmail.com	Cloud Infra
Anurag	sharma	anuragkoshik@gmail.com	Cloud Infra
Sanskriti	Jain	Kritisp12@gmail.com	Node JS
Rishi	Jangid	rishipjangid@gmail.com	Python Programming
Muskan	Moolchandani	musmool000@gmail.com	Python Programming
abhishek kumar	sinha	abhishekkumarsinha.it22@jecrc.ac.in	Python Programming
Ayushi	Singhal	ayushisinghal.cse22@jecrc.ac.in	Python Programming
Ravi	Jangid	ravijangid.2cse22@jecrc.ac.in	Python Programming
Lakshya	Sharma	lakshya0yic@gmail.com	Python Programming
nishtha	jain	nishthajain3005@gmail.com	Python Programming
Kratika	singhal	skratika119@gmail.com	Python Programming
Sachin	Bhati	frozzy1611@gmail.com	Python Programming

Selected for Marketing Tech Profile -

- Mukul Gautam
- Punish Agarwal
- Shubhaditya Varma
- Amit Gupta

There will be a service agreement of 24 months starting from the onboarding date as an intern. Stipend will be the same as discussed in our previous mails for 5 LPA and the stipend will be Rs. 10K during the training period. Please confirm their joining

22, 4:32 PM

dates. We will be sharing the offer letters accordingly.

Kindly make sure these students do not participate in any other drives. Also, kindly let us know if any of these selected candidates won't be joining us as early as possible.

Kindly give confirmation by reverting this mail by 12 PM.

We Congratulate all the offered candidates !!

Thanks and Regards,

Abhishek Dixit & Anoop Mehta

Training & Placement Officer- Department of Computer Science & Engineering | Jaipur Engineering College & Research Centre |

Phone: 8302434919/9001349305 | Fax: +91-141-2770803 | Email: tpo.cse@jecrc.ac.in |

Site: www.jecrcfoundation.com | Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sanganer Sadar Thana Tonk Road 302022
Rajasthan India

Vision of Computer Science Department

To become renowned Centre of Excellence in Computer Science and Engineering and make competent engineers and professionals with high ethical values prepared for lifelong learning.

Mission of Computer Science Department

M1 - To impart outcome based education for emerging technologies in the field of computer science and engineering.

M2 - To provide opportunities for interaction between academia and industry.

M3 - To provide platform for lifelong learning by accepting the change in technologies

M4 - To develop aptitude of fulfilling social responsibilities.

You received this message because you are subscribed to the Google Groups "CSE D 2018-2022" group.

To unsubscribe from this group and stop receiving emails from it, send an email to jecrc3csed2022+unsubscribe@googlegroups.com.

To view this discussion on the web visit <https://groups.google.com/d/msgid/jecrc3csed2022/CA%2BYMgocr2xuDZYtns71p1ba3GKL6EJddk79YxsqfamZrNj6Bmg%40mail.gmail.com>.



✉ hr@celebaltech.com
enterprisesales@celebaltech.com

🌐 www.celebaltech.com

☎ 0141-4700659

📍 India: A-2 7th floor, UDB Corporate Tower,
 J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 27-Oct-2021

Name: Muskan Moolchandani

Location: To be provided at the time of Joining

Country: India

Subject: Letter of Intent ("LOI")

Dear Muskan,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1 st September, 2022
Designation:	Associate
Place of Posting:	(To be provided at the time of Joining)
CTC:	INR 5,00,000/- (Rupees Five Lakh Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.

The formal employment letter will be issued on the Date of Joining as per Company's standard process.

The Date of Joining and Training Date may vary as per the Date of Exams.

Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:

The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.



(Signature)
Name:

Date:

Annexure A

Date of Offer: 1st September 2022

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 27-Oct-2021

Name: Muskan Moolchandani

Company: Celebal Technologies Private Limited

Position: Associate

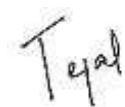
Compensation Scheme:

	(figures in Rs./Yr)
Element	Current
Basic	₹ 2,33,536
HRA	₹ 93,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 96,922
Total Fixed Cash	₹ 4,45,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,67,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 5,00,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

Tejal Mangal
Sr. Executive
Human Resources



✉ hr@celebaltech.com
enterprisesales@celebaltech.com

🌐 www.celebaltech.com

☎ 0141-4700659

📍 India: A-2 7th floor, UDB Corporate Tower,
J.L.N. Marg, Jaipur

STRICTLY CONFIDENTIAL

Date: 27-Oct-2021

Name: Nishtha Jain

Location: To be provided at the time of Joining

Country: India

Subject: Letter of Intent ("LOI")

Dear Nishtha,

By way of this LOI Celebal Technologies Private Limited ("Company") is pleased to share with you the proposed offer terms.

Proposed Confirmation Date as FTE:	1 st September, 2022
Designation:	Associate
Place of Posting:	(To be provided at the time of Joining)
CTC:	INR 5,00,000/- (Rupees Five Lakh Only/-)

Please refer "Annexure A" for details of the remuneration and other allowances.

The formal employment letter will be issued on the Date of Joining as per Company's standard process.

The Date of Joining and Training Date may vary as per the Date of Exams.

Your appointment to employment will be based on your performance during the internship and training period, *inter alia*.

The following are the key indicators to measure the performance:

- Attendance
- Behavior
- Attitude
- Job Knowledge
- Active Contributor in the Project
- Work Performance
- Learning Ability
- Communication

We look forward to have you as a part of Celebal Tech family.

nishtha

Best Regards,



Tejal Mangal
Sr. Executive
Human Resources

Acceptance:

The above terms and conditions have been read and understood and the same are hereby accepted as the terms of my employment in the company. I understand that my employment is contingent upon my performance and completion of my graduation and subsequent communication of the same to the Company.



(Signature)
Name:

Date:

Annexure A

Date of Offer: 1st September 2022

Term Sheet:

Set forth below is the outline of the management compensation, terms and conditions by which the undersigned agree to abide.

The existence, nature, terms and conditions of this agreement are strictly confidential and shall not be disclosed in any manner or form, directly or indirectly inside or outside the company without the company's consent.

Date: 27-Oct-2021
Name: Nishtha Jain
Company: Celebal Technologies Private Limited
Position: Associate

Compensation Scheme:

	(figures in Rs./Yr)
Element	Current
Basic	₹ 2,33,536
HRA	₹ 93,414
PF (12% of Basic-Employee)	₹ 21,600
Fixed/Other Allowance	₹ 96,922
Total Fixed Cash	₹ 4,45,472
PF (12% of Basic-Employer)	₹ 21,600
Total Fixed Compensation	₹ 4,67,072
Other Compensation Benefits	
Health Benefit (Medical)	₹ 2,928
Variable Pay	
Bonus (To be paid Quarterly)	₹ 30,000
Total Cost to Company per month	₹ 41,666
Total Cost to Company per year	₹ 5,00,000

Notes:

Basic	Paid on Monthly basis and is subject to tax, as per applicable law.
HRA	Provided to meet the cost of accommodation and is calculated at 40% of basic. It is paid on monthly basis and is subject to tax.
Other & Fixed Allowance	It is paid on monthly basis. This element has no linkage to any component of compensation and is subject to tax.
Medical	It is a benefit provided by the company. The coverage includes health and accidental insurance. The coverage for accidental insurance is 10L and for health insurance is 4L.
PF	As per the employee P.F. Act 1952, an employer is required to contribute minimum 12% of basic salary to EPF and the equal amount will be deducted as employee contribution from employee's monthly payroll.
Bonus	The objective of quarterly bonus is to incentivize employees to achieve specific pre-determined goals. The performance evaluation will be done on quarterly basis. The first quarter bonus will be pro-rated basis from Date of Joining. This is subject to management discretion and can be revised from time to time. Payout of bonus is completely subjected to tax.

Sincerely,
For Celebal Technologies:

nishtha

Tejal

Tejal Mangal
Sr. Executive
Human Resources



CHHABRA INFOSOLUTIONS PVT. LTD.

167, Vardhman Premium Mall, Outer Ring Road,
Pitampura, New Delhi - 110034
Ph: 011-27011640, 9350190537. www.ciplsoft.com

30th June, 2022

Ms. Amrita Sharma

Dear Amrita ,

*Sub: **Appointment Letter***

We are pleased to offer you an appointment with **CIPL** as **Data Science** under the following terms and conditions:

TERMS AND CONDITIONS

1. Your Cost to the Company (**CTC**) will be **INR - 4,00,000.00** per annum. The components of your salary are provided in Annexure-1 and would be governed by Company policies as amended from time to time.

In addition to the salary components indicated in Annexure-1, you shall also be entitled to the following benefits as per applicable Company Policies & rules during your tenure with CIPL:

- **Performance bonus** based on your performance & the Company's performance, the payout for which will be dependent on parameters that CIPL will determine from time to time.
 - **Personal Accident Cover** of up to **INR 1,60,000 /-** for Permanent / Temporary Disablement.
2. You will also be reimbursed business related expenses incurred in accordance with relevant Company policies as applicable from time to time. The specific amounts for these expenses will depend on the nature and scope of your duties, and will be conveyed to you at the time of accepting this assignment.
 3. Your initial place of work will be **Address-167, Vardhman Premium Mall, Outer Ring Road, Pitampura, Delhi-110034**. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where CIPL conducts business. While on transfer you will be governed by the rules, regulations and conditions of service of that location.
 4. The Company will be working 6 days a week, **9 hours** a day. You will be expected to attend office - except while travelling on business – as assigned to you by your supervisors and as per applicable laws in force. Weekly offs will be governed as per applicable regulations & Company policies.
 5. In case of International Project Coordination, there can be Calls, Video/Audio Meeting with client in odd hours.



CHHABRA INFOSOLUTIONS PVT. LTD.

167, Vardhman Premium Mall, Outer Ring Road,
Pitampura, New Delhi - 110034
Ph: 011-27011640, 9350190537. www.ciplsoft.com

6. You shall be required to provide the Company all documents and information as set forth under Annexure-2 of this appointment letter.
7. Leaves will be available to all employees as per company policies. Accumulation / carry-forward of leave will be governed as per the existing Company policy on the subject.
8. Your services may be terminated by either party, giving notice in writing for 60 days or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice.
9. CIPL reserves the right to terminate your employment without notice on grounds of breach of policy, misconduct or where your performance has been found to be unsatisfactory.
10. Absence for a continuous period of 3 days without prior approval of your supervisors (including overstay of leave/ training) can lead to your services being terminated without notice.
11. Whilst employed by the Company:
 - You will not be permitted to undertake any other full time or part time employment or engage in any external activities of a commercial nature without prior written approval.
 - You will be required to effectively carry out all duties and responsibilities assigned to you by your supervisors and others authorised by the Company to assign such duties and responsibilities. Your performance evaluation will be done periodically by your supervisors as per the Company appraisal system.
 - Except in the ordinary course of your employment you shall not divulge to any third party any information regarding the affairs or business matters of the Company or information regarding its customers without prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be confidential and any breach thereof, shall be deemed to be a violation of Company policies and treated in accordance with clause 8.
 - You confirm that there is no litigation /conviction against you before any Court of law which involves any criminal offence or offences involving moral turpitude.
 - You confirm that you have disclosed fully all of your business interests to CIPL whether or not they are similar to or in conflict with the business or activities of the Company, and all circumstances in respect of which there is, or there might be perceived, a conflict of interest between CIPL and you or any immediate relatives. Also, you agree to disclose fully and immediately to the Company any such interests or circumstances which may arise during your employment.
 - You will be required to apply and maintain the highest standards of personal conduct and integrity and keep yourself informed and comply with all Company policies and procedures.
12. Any violation of the above mentioned or any other Company procedures and policies would attract action as per Company's disciplinary policy in force, including and up to termination. In the event of termination by Company on account of breach of disciplinary policy, the Company will not be liable to pay any amount in lieu of notice.
13. Upon separation from the Company on account of either resignation or termination, you shall immediately return to the Company all the assets and property (including any leased properties) of the Company including laptop and its accessories, documents, files, books, papers and memos whether in hard or soft copy which is in your possession or custody.



CHHABRA INFOSOLUTIONS PVT. LTD.

167, Vardhman Premium Mall, Outer Ring Road,
Pitampura, New Delhi - 110034
Ph: 011-27011640, 9350190537. www.ciplsoft.com

14. You are required to submit your relieving letter in original from your previous employer (if applicable) within 30 days of your joining the Company.
15. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit revoke or change such Policies.
16. Contract may be terminated at any time during the period of your probation on immediate. After successful completion of your probation, the notice period for leaving the job will be of 60 days. Probation period would be 90 days.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

Your assignment is effective from **-Date: 18-07-2022.**

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by today of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with CIPL.

Warm Regards,
For CIPL

Jatin Bakshi

Accepted and Agreed



Human Resources Manager



CHHABRA INFOSOLUTIONS PVT. LTD.

167, Vardhman Premium Mall, Outer Ring Road,
Pitampura, New Delhi - 110034
Ph: 011-27011640, 9350190537. www.ciplsoft.com

ANNEXURE-1

Salary Structure

Particulars	Amrita Sharma
Current Monthly Salary (Gross)	26,932.00
Net Yearly Package (CTC)	4,00,000.00
CTC Breakup	
<u>Earnings</u>	
Basic Salary	16,100.00
HRA	6,440.00
PF	1,932.00
Conveyance	1,600.00
Other Allowance	2,792.00
Total Earnings (In-Hand)	25,000.00
	-
Gross Salary Per Month	26,932.00
Gross Salary Per Annum	3, 23,184.00
Festival Bonus (Variable)	10,000.00
Performance Bonus (Variable)	43,632.00
Net Yearly Package (CTC)	4,00,000.00



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Annexure 2

1. Listed below are the documents that you need to furnish (in Photocopy) at the time of joining, Joining will not happen without these documents.
 - a. **Appointment Letter** accepted and signed by you. (Original CIPL offer letter)
 - b. **Date Of Birth Proof** (ONE of the following: Birth Certificate, Class 10 Board Certificate, Passport, Pan Card, Driving license)
 - c. **Photo ID** (ONE of the following: Voters ID, Driving license, Photo Credit Card, Passport, Ration Card, PAN card or XII Board hall ticket (Class XII hall tickets will be accepted only for those candidates joining straight after school and don't have any other document))
 - d. **Address proof** (ONE of the following: Passport, Voters ID, Electricity bill (latest) of Self or Parents, Water Bill (latest) of Self or Parents, Bank Statement (Latest), Ration Card, Telephone landline bill (Latest) of self or Parents or Current lease deed- with you or Parents as lessee or co lessee)

The same document may be used as proof for more than one of the above requirements.

2. In addition to the documents mentioned above, you are requested to provide the following documents & information. Please ensure that these documents and information are available with you on your date of joining.

Documents

1. Updated Resume
2. Academics: Most recent and Highest Qualification certificates
3. Professional Relieving Letter from previous employer (last employment)
4. Last Pay slip drawn
5. Nationality Proof (Voters id, Passport, Driving license or any government approved proof indicating nationality)
6. One recent passport size photograph.



DEAR MS. MUSKAAN BANSAL,

WE ARE DELIGHTED TO EXTEND THIS OFFER OF EMPLOYMENT TO YOU AS THE CEO OF CHINGAAARI. AFTER A THOROUGH SELECTION PROCESS, WE BELIEVE THAT YOU HAVE THE EXPERIENCE, SKILLS, AND ENTHUSIASM THAT WE ARE LOOKING FOR IN A LEADER TO DRIVE THE SUCCESS OF OUR COMPANY.

JOB TITLE: CEO OF CHINGAAARI

START DATE: 9TH MAY 2022

WE BELIEVE THAT YOUR EXPERIENCE, SKILLS, AND PASSION FOR SUCCESS MAKE YOU AN EXCELLENT FIT FOR THIS ROLE, AND WE ARE EXCITED TO WELCOME YOU TO THE TEAM AT CHINGAAARI.

SINCERELY,

VANISHA SHARMA
(MANAGING DIRECTOR)



Sparking Changes for a Cause!

9636821587

Email: chingaaariofficial@gmail.com

Linkedin: <https://www.linkedin.com/company/chingaaari>

FIXED TERM CONTRACT OF EMPLOYMENT

Dear **Aditya Khandelwal**,

We are pleased to offer you employment in our organization as **TA**, for a fixed period of employment, on the following terms and conditions:

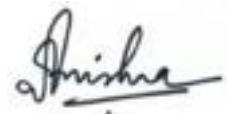
1. Your contract of employment shall be valid from **05 Aug 2022** to **04 Aug 2023** Notwithstanding this, in the event of the project/ work for which you are being employed comes to an end before the aforementioned period, this contract shall be co-terminus with the aforementioned Project/work. At the end of the above referred period, the contract will stand terminated automatically without any notice or communication to you, unless they are explicitly extended by us by a letter in writing.
2. Notwithstanding anything above, depending upon the aforementioned project/work, the Company reserves its right to extend your temporary appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In that event, the Company shall in writing extend your temporary assignment on the terms as may be indicated in such letter and in the event of your acceptance of such extension of the assignment you shall be governed by such terms and conditions as may be indicated therein
3. During the period of the fixed contract, your services could be deputed at the sole discretion of the Management to any of our client's company to do work pertaining to or incidental to the clients business
4. Details of your salary break up with components are as per the enclosure.
5. You will be eligible for leave as per the company policy, during the period of your contract of employment.
6. You will be entitled to all statutory benefits wherever applicable during the fixed period of contract.
7. **The contract shall be terminable by either party giving 30 days notice in writing or salary in lieu of notice, to the other.**

We are consciously endeavoring to build an atmosphere of trust, openness, responsiveness, autonomy, and growth among all members of the CIEL HR family. As a new entrant, we would like you to whole-heartedly contribute to this process.

As a token of your acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this letter and return it to us.

With warm regards,

Yours truly,
For CIEL HR Services Pvt Ltd.



Aditya Narayan Mishra
CEO

I hereby accept the above-mentioned terms and conditions

Signature:

Date:

DEPUTATION

Dear **Aditya Khandelwal**,

Further to clause 3 of your letter of employment, we are pleased to advise you that your services are being deputed to Asian Paints with effect from **05 Aug 2022**. The terms and conditions of your deputation will be as follows:

1. You will, with effect from **05 Aug 2022**, be required to work at our client's office/premises at any of their locations.
2. During the tenure of the deputation, you will continue to be an employee of CIEL HR.
3. In the day to day functioning or responsibilities, you will receive instructions from Asian Paints and will undertake to abide by any suggestions, etc. given by any assigned person(s).
4. You shall also abide by any training that may be offered to you by Asian Paints.
5. You shall be bound to follow the working hours of Asian Paints.
6. You shall take care not to disclose confidential information/trade secrets, etc that you may come across in the course of your responsibilities to anyone outside our client and use such information only in connection with the service provided to Asian Paints.
7. You shall at no point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against our client. This arrangement is purely a contractual agreement between CIEL HR and Asian Paints for the time specified.
8. You shall not engage in any act subversive of discipline in the course of your duty/ies in the property of Asian Paints or outside, and if you were at any indulging in such act/s, we reserve the right to initiate disciplinary action as is deemed fit, against you.
9. You shall be responsible for protecting the property of Asian Paints entrusted to you in the due discharge of your duties and shall indemnify Asian Paints when there is a loss of any kind to the said property.
10. On termination of services or resignation, you shall return all intellectual property, confidential & proprietary information, including but not limited to any visiting cards, textual, visual and audio visual content, brand logos / identity, trademarks, pictures, website images, pamphlets, brand books and related electronic files, etc. of the company and / or its clients (collectively referred to as "Client Material") in your custody or control. Please be advised that appropriate legal action may be initiated against you, for any failure to return such Client Material or in case of any misuse or misrepresentation of the same and in case of any breach with respect of this clause.
11. The Company incurs considerable recruitment & onboarding costs and in case If you leave the company without serving at least 20% of your project tenure , then you are liable to pay 10% of the project CTC payable to you, to the company, as liquidated damages. The full and final settlement will be done only after the adjustment of this amount.

All the other terms and conditions of your employment remain unchanged.

Please sign the duplicate copy of this letter as a token of having read and acknowledged the contents and return it to us.

With warm regards,

Yours truly,

For CIEL HR Services Pvt Ltd.



Aditya Narayan Mishra
CEO

I hereby accept the above-mentioned terms and conditions

Signature:

Date:

Name	Aditya Khandelwal	Location	Jodhpur
Designation	TA	Employee Code	
Father Name	Kamal Khandelwal	DOB	14 Jun 2000
Period Of Employment	05 Aug 2022 to 04 Aug 2023		

Salary	Monthly CTC	Annual CTC
Basic	15,000.00	1,80,000.00
House Rent Allowance	4,720.00	56,640.00
Gross Earning	19,720.00	2,36,640.00
Employer PF	1,800.00	21,600.00
Employer ESI	641.00	7,692.00
CTC	22,161.00	2,65,932.00
PF	1,800.00	21,600.00
ESIC	148.00	1,776.00
Gross Deduction	1,948.00	23,376.00
Net Pay	17,772.00	2,13,264.00

Professional Tax (PT) deduction as per respective state government norms & Incometax (IT) deduction as per the norms of Incometax department.
The statutory payments & deductions as and when applicable.

With warm regards,

Yours truly,
For CIEL HR Services Pvt Ltd.



Aditya Narayan Mishra
CEO

I hereby accept the above-mentioned terms and conditions

Signature:

Date:

CIEL/94060/AL/Asian Paints/Jun/2022

22/06/2022

FIXED TERM CONTRACT OF EMPLOYMENT

Dear Mansi Kulshrestha,

We are pleased to offer you employment in our organization as CC, for a fixed period of employment, on the following terms and conditions:

1. Your contract of employment shall be valid from **21 Jun 2022 to 20 Jun 2023** Notwithstanding this, in the event of the project/ work for which you are being employed comes to an end before the aforementioned period, this contract shall be co-terminus with the aforementioned Project/work. At the end of the above referred period, the contract will stand terminated automatically without any notice or communication to you, unless they are explicitly extended by us by a letter in writing.
2. Notwithstanding anything above, depending upon the aforementioned project/work, the Company reserves its right to extend your temporary appointment for such period or periods as may be necessary depending upon the exigencies relatable to the work for which you are hereby engaged. In that event, the Company shall in writing extend your temporary assignment on the terms as may be indicated in such letter and in the event of your acceptance of such extension of the assignment you shall be governed by such terms and conditions as may be indicated therein.
3. During the period of the fixed contract, your services could be deputed at the sole discretion of the Management to any of our client's company to do work pertaining to or incidental to the client's business.
4. Details of your salary break up with components are as per the enclosure.
5. You will be eligible for leave as per the company policy, during the period of your contract of employment.
6. You will be entitled to all statutory benefits wherever applicable during the fixed period of contract.
7. The contract shall be terminable by either party giving 30 days notice in writing or salary in lieu of notice, to the other.

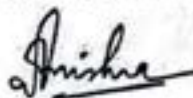
We are consciously endeavoring to build an atmosphere of trust, openness, responsiveness, autonomy, and growth among all members of the CIEL HR family. As a new entrant, we would like you to whole-heartedly contribute to this process.

As a token of your acceptance of the above terms and conditions, you are requested to sign the duplicate copy of this letter and return it to us.

With warm regards,

Yours truly,

For CIEL HR Services Pvt Ltd.



Aditya Narayan Mishra
CEO

I hereby accept the above-mentioned terms and conditions

Signature:

Date:



07-Jul-2022

Prashant Suthar

**Shree maliyo Ka vas, VPO - CHARLI, District - Jalore
Ahore, Rajasthan 307029**

Dear **Prashant**,

Congratulations on your offer to join Cisco.

At Cisco, our commitment is to drive the most trusted customer experience in the industry, through our innovation, choice, and extraordinary people. We have a unique opportunity to build a better, more equitable, and inclusive future for everyone.

Day to day, we make a meaningful difference for our people, our customers, and the world around us. We support each other and work together to create shared success that will benefit everyone. As we bring our talents and ideas together, we hope you will join us as we work to empower an inclusive future for all.

We're offering you a position as a **Consulting Engineer**, Grade Level **004** in **123 - Cisco Systems (India) Private Limited**. You'll report to me, **Aarushi Bhatnagar |aarbhatn@cisco.com** and you'll start in our **Bangalore, India** office.

When you'll start ?

We're planning for you to start on **10-Aug-2022** (Start Date). If this date won't work for you, please email me (**Aarushi Bhatnagar |aarbhatn@cisco.com**) with the date you prefer and we can discuss options. You just need to make sure it is at least two weeks after we receive all your signed documents.

What Happens Next ?

Please let us know your response to this offer by **14-Jul-2022** by either accepting this offer or contacting your recruiter or me to discuss.

If you accept the offer, you'll get access to our hiring portal, "My Documents Space" where you'll find more about what you need to get started on your Cisco career journey.

Get in touch if you have any questions. Reach out to me personally, or your recruiter, who is also a great source of information. It's been a pleasure getting to know you, **Prashant**. I look forward to having you on our team!

Welcome to Cisco!

Aarushi Bhatnagar |aarbhatn@cisco.com

Leader, Learning & Development



Cisco Systems (India) Private Limited
 SEZ Unit, Cessna Business Park,
 Kadubeesanahalli Village
 Varthur Hobli, Sarjapur Marathalli Outer Ring Road
 Bangalore, Karnataka 560103
 CIN: U31909KA1995PTC019505
 India

Dear **Prashant**,

The terms of your employment are set out in the attached offer letter. Details of your remuneration and discretionary benefits are also included below. In brief, these include:

Start Date	10-Aug-2022
Candidate Name	Prashant Suthar
Manager Name	Aarushi Bhatnagar aarbhatn@cisco.com
Grade	004
Designation	Consulting Engineer

Compensation Details	In INR per Annum
(A). Basic Salary	INR 509,524.00
(B). Flexible Compensation Plan	INR 509,524.00
(C). Total Fixed Salary (A+B)	INR 1,019,048.00
(D). Discretionary Bonus/Sales Commission at 100% achievement (Variable Component; Current Target)	INR 50,952.00
(E). PF (Employer's Contribution)	INR 61,143.00
(F). Estimated Total on Target Compensation at Current Targets (C+D+E)	INR 1,131,143.00

- Insurance benefits, additional leave entitlements and other discretionary benefits.

Your projected start date is **10-Aug-2022**. If you prefer a different start date, please respond back to this email with your requested start date.

To accept the terms of your offer, follow the process set out in clause 21 of the attached offer letter. If you do not do so within seven days from the date of this letter, the offer will lapse. Please also note that the terms of this letter and the attached offer letter are confidential.

Welcome to the Cisco family! We wish you a long and fruitful career with the Company.

Yours faithfully,
123 - Cisco Systems (India) Private Limited

Priyanka Bhagat
 MANAGER RECRUITING. TALENT ACQUISITION



Prashant Suthar
Shree maliyo Ka vas, VPO - CHARLI, District - Jalore
Ahore, Rajasthan 307029

Dear **Prashant**:

On behalf of **123 - Cisco Systems (India) Private Limited ("Company")**, I am pleased to offer you the position of **Consulting Engineer** (System Title: **Consulting Engineer**) on the terms set out herein.

1. COMMENCEMENT OF EMPLOYMENT

- a. Subject to you obtaining the necessary employment or visa approvals, if any, from the relevant government authorities for your employment with the Company, your employment will commence on **10-Aug-2022**.
- b. Your employment is intended to be for an indefinite term, subject to:
- the Company's satisfaction, in its sole discretion, with the results of a background and reference check and verification of your salary and employment history;
 - your successful completion of an initial six (6) month probationary period. During the probation period you will be eligible for benefits in accordance with relevant Company policies; and
 - termination pursuant to the terms of this agreement and the requirements of applicable law.

Any past service rendered by you with any affiliate or group entity of the Company shall not be considered by the company for the purpose of determining your eligibility for any local statutory benefits such as gratuity including other retiral or otherwise during your employment with **123 - Cisco Systems (India) Private Limited ("Company")**.

2. TERMS AND SCOPE OF EMPLOYMENT

- a. You will be employed in the position of **Consulting Engineer**), grade level **004**.
- b. Your place of posting will be in **IND-BANGALORE, KARNATAKA, INDIA**. You are liable to be transferred to any place of business of the Company as existing/operating presently or acquired or set up later in any part of India or abroad at any time. You are also liable to be deputized to any work or assigned the works of any Associate/Sister Concerns, Subsidiaries or any other Companies/Concerns/Organizations/Firms with whom the Company may make such arrangement or agreement. Due to the global COVID-19 crisis, Cisco globally is limiting its employees presence in its offices. Hence your place of work could be either your assigned primary work location (Cisco office) or home office based on your permanent address. Once the Company determines that it is appropriate, having regard to its operational needs, to have its employees return to its office, your place of work will transition to the primary work location .The Company will give you as much notice as practical on the date of your transition.
- If you do not relocate from working from the remote location to your primary work location within 90 days after being requested to do so by Cisco, then Cisco reserves the right to terminate your employment.
- c. You agree, as a condition of your employment and prior to the date of your commencement, that you will execute the Company's "Proprietary Information and Inventions Agreement".
- d. You agree that during your employment with the Company, you will comply with the Company's policies and procedures in place from time to time including Cisco's Code of Business Conduct. These policies and procedures form part of your contract of employment (and the Company may adopt, vary or rescind these policies from time to time in its absolute discretion and without any limitation (implied or otherwise) on its ability to do so). The COBC explains our Company's ethical values and culture, and the current version can be found at:
<https://investor.cisco.com/investor-relations/governance/code-of-conduct/default.aspx>
- e. Please read the document concerning "Conflicts of Interest" carefully as it highlights certain conflict of interest policies under the Cisco Code of Business Conduct that you will be expected to comply with while employed by Cisco. If, after reviewing this document, you believe your employment with Cisco will create a conflict of interest of the types described in that document, immediately contact **Akshatha S Swamy** [|aksswamy@cisco.com](mailto:aksswamy@cisco.com), or **Asad Khaleel** [|lmokhale2@cisco.com](mailto:lmokhale2@cisco.com).

3. DUTIES

- a. You agree that, during your employment with the Company you must:
- i. perform to the best of your abilities and knowledge the duties assigned to you by the Company from time to time, whether during or outside Business Hours and at such places as the Company requires;
 - ii. serve the Company faithfully and diligently to the best of your ability;
 - iii. use all reasonable efforts to promote the interests of the Company;
 - iv. act in the Company's best interests;
 - v. comply with the Company's policies and procedures in place from time to time;
 - vi. comply with all law applicable to your position and the duties assigned to you; and
 - vii. report to the person or persons nominated by the Company from time to time.
- b. Without limiting your duties to the Company, you must not:
- i. act in conflict with the Company's best interests; or
 - ii. compete with the Company, Cisco Commerce Private Limited or any of their respective subsidiaries and affiliates (together, the "Cisco Group").

c. You agree that, the Company may assign you additional tasks or to a new manager; modify or remove your assigned duties; or change the place of your employment without additional compensation to you, in accordance with the Company's needs.

4. SALARY

Your fixed salary of **INR 1,019,048.00** will be split equally (i.e. 50%:50%) into two components:

- a. basic salary which is fully taxable and may not be changed; and
- b. flexible compensation: This component is flexible and you may structure it by allocating it among the following, which apply in accordance with Company policy and relevant laws as established and amended from time to time:
 - i. house rent allowance (HRA). This allowance is exempt from tax to the extent permitted by income tax laws and is based on the actual rental amount paid.
 - ii. leave travel allowance (LTA): This is an allowance of up to INR 1,00,000 per annum, which is subject to applicable income tax laws;
 - iii. food coupons: These are exempt from tax up to a maximum of INR 13,200 per annum; and
 - iv. flexible allowance: this is the residual balance (if any) after allocating your Flexible Compensation amongst the above. This amount is taxable.

Your basic salary will be paid according to local payroll practices, subject to any tax or other deduction provided or permitted by law in force from time to time, such as the employee's share of provident fund contributions, as well as such other sums as may be agreed with you from time to time. Your fixed salary may be reviewed from time to time in accordance with Company policy but will not necessarily be increased and is paid in satisfaction of all services rendered by you under this agreement, including overtime, to the extent permitted by law.

You are encouraged to independently verify the tax implications on your salary. The taxable and non-taxable components of your salary may vary based upon the prevailing law as amended from time to time.

5. PROVIDENT FUND CONTRIBUTIONS AND GRATUITY

The Company shall make contributions of 12% of basic salary towards the provident fund. Gratuity will be paid in accordance with prevailing statutory requirements and your tenure of employment on India payroll.

For the employee holding foreign passport (International Worker), the Company shall make contributions of 12% of basic plus flexible allowance towards the provident fund.

6. DISCRETIONARY BENEFITS

In addition to your salary, the Company may, at its absolute discretion, provide you with other benefits. Unlike your salary, the Company may cease providing these benefits, or change the basis on which it provides them, from time to time at its absolute discretion. Such benefits include, without limitation, the benefits set out in the remainder of this paragraph.

The Company's offer to you also includes a gross sign-on bonus of **INR 200,000.00**. This sign-on bonus will be paid to you in 2 installments (less tax and other authorized deductions). The first installment of **INR 100,000.00** will be paid on successful completion of 12 months of your employment and balance amount **INR 100,000.00** will be paid as 2nd installment upon successful completion of 24 months of your employment. This sign-on bonus will not be paid if, on the date of payment: either party has given the other notice of termination of your employment; or you are no longer employed by the Company.

You authorize the Company to withhold from your final pay, to the extent permitted by law, any Sign-On Bonus reimbursement due to the Company as described above and you agree to sign whatever further authorization may be required by the Company at the time to give effect to this. In the event the reimbursement amount you owe the Company is greater than the amount withheld, you must pay the balance in full to the Company within thirty (30) days of the date your employment terminates.

You may be eligible to participate in any bonus scheme applicable to your position that the Company has in place from time to time. You acknowledge any bonus shall be at the absolute discretion of the Company, and you agree that as a condition of participating in any such scheme that you will not make, and do not have, any legal claim to expect or be entitled to a bonus, even if such payment was made repeatedly and without any explicit acknowledgment on each occasion as to its voluntary and/or discretionary nature.

You may be entitled to participate in the Company's benefits plans as operated from time to time, at such times as you qualify for them or, as the case may be, as you are selected, at the Company's absolute discretion, for participation in them. These include insurance benefits, additional leave entitlements such as maternity leave, marriage leave and bereavement leave, and other benefits.

7. VACATION ENTITLEMENT AND PAID HOLIDAYS

- a. You will be entitled to privilege leave in accordance with the Company's leave policy in place from time to time, subject to applicable law.
- b. You are entitled to public holidays in accordance with the laws of the state in which you work.
- c. Privilege leave and public holidays will be paid as actual workdays.
- d. Upon termination of your employment for any reason whatsoever, any outstanding accrued vacation shall be paid to you.

8. HOURS OF WORK

You are expected to work during the Company's normal business hours (Business Hours). The normal working days will be five days a week. However, you may be required to work in excess of the Business Hours or outside normal working days as necessary to perform your duties and responsibilities. The salary payable to you hereunder is adequate compensation in case you are required to work for any additional hours and you shall not be entitled to any additional payment in this regard.

While working with the TAC India business unit, you may be required to work on a 6th day in a week. The need to work on a 6th day in the week will be informed to you by your manager or in accordance with a set business process based on business needs. In the event you are required to work on a 6th day in a week, you will be covered by the company policy - Supplemental Pay Policy Addendum: Non Standard Work week-India 6th day Working Practice.

9. BUSINESS TRAVEL

Your duties may require you to engage in travel on behalf of the Company including travel outside India. As a consequence, you must work any additional hours as required. The salary payable to you hereunder is adequate compensation in case you are required to travel and work for any additional hours while traveling and you shall not be entitled to any additional payment in this regard.

10. EXPENSES

Authorized Company expenses will be reimbursed to you in accordance with Company policy in place from time to time, upon your presentation of documentary evidence of each expense acceptable to the Company.

11. DISABILITY AND SICK LEAVE

a. You will be entitled to paid sick leave in accordance with the Company's policy in place from time to time, subject to applicable law. You will not be entitled to any payment in respect of such leave on termination of your employment.

b. You are required to notify the Company immediately of every absence from work and its probable duration. Upon request by the Company, you must promptly provide the Company with reasons for the absence.

c. If you are unable to attend work due to illness or injury, you are required upon request or as set out in the Company's policy to provide a medical certificate from a registered medical practitioner confirming the illness or injury and stating its probable duration. In the case of any illness exceeding the stated probable duration, you will provide a further medical certificate from a registered medical practitioner within three (3) days after the expiry of the previous medical certificate.

d. The Company may require that you undergo a thorough medical examination by a doctor approved by the Company, at the expense of the Company, for any absence from work due to an illness or injury. The Company will be provided with the results of the examination and you agree to complete any additional authorization necessary to enable the results of the examination to be shared with the Company.

12. TERMINATION OF EMPLOYMENT RELATIONSHIP

a. Notwithstanding anything herein contained, your employment may be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever, if, among other things:

- i. you disobey a lawful direction of the Company;
- ii. you are guilty of any other serious misconduct;
- iii. you commit any serious or persistent breach or non-observance of the terms, conditions or stipulations contained in this agreement, or are guilty of any negligence or misconduct in connection with or affecting the business or affairs of the Company;
- iv. you breach your obligations under the paragraph headed NO CONFLICT OF INTEREST or any other material provision of the agreement set out in this letter, including under the paragraph headed TERMS AND SCOPE OF EMPLOYMENT;
- v. you commit an act or acts in breach of the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment with the Company or "The Cisco Code of Business Conduct" as each may exist from time to time;
- vi. you engage in conduct that could bring you or the Company into disrepute;

b. During the probationary period, your employment may be terminated at any time:

- i. by you giving to the Company 15 days' written notice; or by paying an amount equal to 15 days' fixed salary; or
- ii. by the Company giving you 15 days' written notice or by paying you an amount equal to 15 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

c. After the successful completion of the probationary period, your employment may be terminated at any time:

- i. by you giving to the Company 60 days' written notice; or by paying an amount equal to 60 days' fixed salary; or
- ii. by the Company giving you 60 days' written notice or by paying you an amount equal to 60 days' fixed salary, less any applicable or required tax or other deduction, unless otherwise restricted by any state specific legislation.

d. You acknowledge and agree that such notice (or payment in lieu thereof) is reasonable notice of termination and no other notice requirements express or implied shall apply.

e. Upon the effective notice of termination of your employment by either party, the Company shall have the right to relieve you from the performance of any and all duties of the position upon the continued payment of your salary and compensation, as then in effect, for the duration of the notice period. During such notice period, you may be required to not attend for work, at the Company's absolute discretion. However, you must not take up any alternate employment until the expiration of such

notice period.

f. The termination of your employment howsoever arising shall not affect such of the terms hereof as are expressed to operate or have effect thereafter and shall be without prejudice to any right of action already accrued to the Company in respect of any breach or default by you.

g. If your employment is terminated for any reason:

- i. the Company may off-set amounts you owe the Company against any amounts the Company owes you at the date of termination except for amounts the Company is by law not entitled to set-off;
- ii. you must return all the Company's property (including property leased by the Company) to the Company on termination including all written or machine readable material, software, computers, credit cards, mobiles, laptops, keys and vehicles;
- iii. your obligations contained within the "Proprietary Information and Inventions Agreement" that you are required to sign in connection with your employment, continue after the termination of your employment; and
- iv. you must not record or retain any confidential information in any form after termination.

h. Additionally, your employment may also be terminated immediately by the Company at any time without notice or payment in lieu thereof or any compensation whatsoever if:

- i. you fail to provide the required documents related to completion of your education. The company has provided you temporary relief, in light of the covid19 situation, to submit your documents within 10 days of it being issued by your institution.
- ii. you fail to succeed / pass in your examination thus leading to incompleteness of your degree.
- iii. you fail to appear for your degree examination.

13. NO CONFLICT OF INTEREST

a. You warrant that:

- i. you have not entered into any other agreement or arrangement which may be in conflict with the terms and conditions of your employment with the Company, or which would preclude you from fully performing your job responsibilities for the Company; and
- ii. your performance of your duties for the Company does not and will not breach any obligation you have to keep in confidence: proprietary information; knowledge or data acquired by you in confidence or in trust prior to your employment by the Company; and you will not disclose to the Company or induce the Company to use any confidential or proprietary information or material belonging to any previous employers or others.

b. During your employment with the Company, you agree not to become associated as an owner, employee, agent, consultant, officer or partner or in any other capacity with any business which furnishes services or products similar to those of any member of the Cisco Group or which in any way otherwise competes with any member of the Cisco Group. While you are employed by the Company, you also agree not to become a director of any company or business, without the Company's prior written consent.

14. APPLICABLE LAW

This agreement is to be governed and construed by the laws of India.

15. NO WAIVER

The failure by the Company at any time to insist on performance of any provision of the agreement set out in this letter is not a waiver of its right at any later time to insist on performance of that or any other provision of the agreement set out in this letter.

16. REFERENCE OR BACKGROUND CHECKS

This offer of employment and any consequent employment relationship is contingent upon satisfactory reference and/or background checks as well as verification of your employment and salary history. Any false information provided by you or at your request may result in immediate termination of your employment with no compensation to you.

17. SEVERABILITY

The Company and you mutually agree that the provisions of this agreement are severable, and if any one provision is found to be invalid or unenforceable in whole or in part, the remainder of the agreement will remain valid and enforceable. The Company and you further agree that the court may modify any provision to make it valid and enforceable.

18. SUCCESSORS AND ASSIGNS

The Company will have the right to transfer and assign this agreement and all covenants and agreements herein will inure to the benefit of and be enforceable by such successors and assigns. This agreement is personal to you and you will not be entitled to transfer or assign it in whole or in part.

19. VARIATION

Any variation to this agreement must be in writing and agreed by both parties. The exercise of any right or discretion by the Company under the agreement set out in this letter or in connection with your employment is in its absolute discretion and is not subject to any implied restrictions (including any implied term of mutual trust and confidence).

20. MISCELLANEOUS

Headings are for ease of reference only and do not affect the meaning of the agreement set out in this letter. Unless expressly indicated otherwise, references to monetary amounts are references to an amount expressed in the currency of India.

21. TIME FOR ACCEPTANCE OF OFFER

By accepting this offer, you acknowledge and agree that this offer letter and the terms and conditions set forth in them accurately describe the employment relationship that you are willing to enter into with the Company and you agree that the terms and conditions of the employment are fair and reasonable. To accept the terms of this offer, you must do the following on or before the acceptance deadline of seven days following the date of this letter:

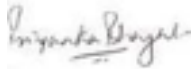
a. Sign the offer using DocuSign; and

b. acknowledge that you have received, reviewed and signed the Proprietary Information and Inventions Agreement and returned the completed, signed copy to as per instructions from **Asad Khaleel |mokhale2@cisco.com**, or such other person nominated by **Asad Khaleel |mokhale2@cisco.com**.

If you do not do these things by **14-Jul-2022** signifying your acceptance of the offer, the offer will lapse.

Welcome to the Cisco India family! We wish you a long and fruitful career with the Company.

Yours sincerely,



Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Acceptance

I, **Prashant Suthar**, accept this offer on the terms mentioned above.

Signature

Date

For Official Use Only:

123 - Cisco Systems (India) Private Limited

Consulting Engineer

004

Domestic Relocation BenefitsName: **Prashant**Date: **10-Aug-2022**Dear **Prashant**,

You are entitled to relocation assistance under the Company's domestic relocation policy (**Policy**), a copy of which is enclosed. You are entitled to the "Domestic Standard" level of assistance (as set out in the Policy) and summarised below are the details of the relocation package being provided to help support your transition from **RAJASTHAN** to **IND-BANGALORE**. All benefits under the Policy are subject to the terms of the Policy from time to time and are "Discretionary Benefits" (as defined in your offer letter).

You will be reimbursed expenses towards the following items subject to limits specified below. However, in light of the recent Covid situation, the below expense reimbursements will be made only on actual relocation. The Company will give you as much notice as practical of the date of your transition. You will have to change from remote location working, to your primary work location within 90 days after being requested to do so by Cisco. Please ensure that reimbursements are submitted in the tool and within timelines as specified in the Domestic Relocation policy.

Particulars	Eligibility
Travel Fare Reimbursement	Economy class airfare or II AC train fare from your current location to the place of joining Cisco Systems by the shortest possible route will be reimbursed on actual expenses incurred for you and maximum at the time of joining the company. Original boarding passes are needed for reimbursement claims.
Movement of Household Goods	Reimbursement of expenses incurred towards shipment of household goods up to a maximum of INR 45,000 or actuals, whichever ever is less, subject to you submitting original receipts of the same.
Temporary Living Related Expenses	The company shall provide temporary accommodation and related expenses only for your stay only for a maximum period of 15 days. Limits for Related Expenses: o Food INR 500 per day per person o Laundry on submission of receipt/ or along with the hotel bills INR 400 per person/ per day o Co. Provided Transport from company provided accommodation to campus and back as applicable.
Airport Transfers	Reimbursement of Airport Transfers in both current & new location subject to actual bill

Note:

All reimbursements are subject to submission of original bills and receipts.

All reimbursements to be claimed through the company tool and within timelines as specified in the Policy.

Any additional expenses borne by you will not be eligible for reimbursement.

The Company will also pay you a relocation allowance of **INR 84,921.00** equivalent to **30 days'** fixed salary. This allowance is subject to deduction of tax, as applicable.

If in case you do not relocate by the date as requested by the company, the company reserves the right to take appropriate action as deemed necessary. You will also agree to repay the full amount that has been paid to you in advance as "relocation allowance" in such situation as well as in case of you voluntarily terminating.

Please refer to the Policy for additional details or contact GBS Employee Experience: HR Support

For **123 - Cisco Systems (India) Private Limited**



 Priyanka Bhagat

MANAGER RECRUITING, TALENT ACQUISITION

Relocation Payback Agreement

Date: 10-Aug-2022

Name: **Prashant Suthar**

I understand and agree that 123 - Cisco Systems (India) Private Limited ("Cisco") may, in its sole discretion, require that I provide additional acceptable documentation of some or all of my relocation expenses before reimbursing me for those expenses.

I further understand and agree that Cisco's obligation to make any relocation payment(s) and reimbursement is contingent upon my continued employment with the Company. If I voluntarily terminate my employment within the first year of my relocation, or my employment is terminated for "cause" (as defined below) by the Company, I agree to pay back on pro rata basis all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco. The pro-rata amount will be determined by multiplying the total payments and reimbursements.

If, I have not relocated to my work location as per notice from Cisco OR have not relocated at all within one year, I agree to pay back full amount of all relocation payments and reimbursements advanced to me or paid on my behalf by Cisco.

In the event of involuntary termination without cause or termination due to my acceptance of a voluntary retirement or redundancy scheme offered by the Company, I am not required to repay any amount to Cisco. "Cause" means any of the following reasons:

- (i) my continued material failure to perform my duties to Cisco (other than due to disability) after there has been delivered to me a written demand for performance which describes the specific material deficiencies in my performance and the specific manner in which my performance must be improved, all in accordance with the Cisco performance management plan, and which provides thirty (30) business days from the date of notice, or the amount of time specified in any applicable Cisco performance management plan, whichever is greater, to remedy such performance deficiencies;
- (ii) my engaging in an act of willful misconduct that has had or will have a material adverse effect on Cisco's reputation or business;
- (iii) my being convicted of a crime punishable by imprisonment;
- (iv) my committing an act of fraud against, or willful misappropriation of property belonging to, Cisco;
- (v) my material breach of the Cisco Code of Business Conduct, Conflict of Interest Agreement or Proprietary Information and Inventions Agreement;
- (vi) any other circumstance, or conduct, behaviour or omission by me, which entitles Cisco to terminate my employment immediately without notice or payment in lieu, including without limitation those set out in subclause (a) under the heading of TERMINATION OF EMPLOYMENT RELATIONSHIP in my offer letter.

I authorize Cisco, to the extent permitted by law, to deduct from any payments due to me on termination any amount owed to Cisco, as determined above. I further agree to re-affirm this authorization in writing in the event that my employment is terminated during my first year of employment, either voluntarily or involuntarily for cause. I agree to pay the remaining balance in full to Cisco within thirty (30) days of my termination date.



Priyanka Bhagat

MANAGER RECRUITING. TALENT ACQUISITION

Prashant Suthar

Employee Name & Signature

Date:

Date: 23 November 2021

Dear Aniket,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR

Annexure 1

Compensation Break-down		
Name	Aniket Choudhary	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)
9	Copy of your updated resume



- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

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A Cloud Computing Solution Company





Date: 23 November 2021

Dear Anushka,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR



Annexure 1

Compensation Break-down		
Name	Anushka Jaiswal	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)



9

Copy of your updated resume





- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

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Date: 23 November 2021

Dear Kirti,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR

Annexure 1

Compensation Break-down		
Name	Kirti Mehwar	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)
9	Copy of your updated resume



- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

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Date: 23 November 2021

Dear Rahul,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR

Annexure 1

Compensation Break-down		
Name	Rahul Dewani	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

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1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
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7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)
9	Copy of your updated resume



- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

This is a digitally produced letter no physical signature is needed.

A Cloud Computing Solution Company



Date: 26 November 2021

Dear Saurabh,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **27 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **27 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR

Annexure 1

Compensation Break-down		
Name	Saurabh Choubey	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)
9	Copy of your updated resume



- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

This is a digitally produced letter no physical signature is needed.

A Cloud Computing Solution Company





Date: 23 November 2021

Dear Shishir,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR



Annexure 1

Compensation Break-down		
Name	Shishir Singh	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)



9

Copy of your updated resume





- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

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Date: 23 November 2021

Dear Tanmay,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR



Annexure 1

Compensation Break-down		
Name	Tanmay Tiwari	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

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2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)



9

Copy of your updated resume





- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

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Date: 23 November 2021

Dear Yash,

We are delighted to share the Letter of Intent to you at the position of **Salesforce Developer**. Your total CTC will be Rs **3.5 Lakhs** per annum (Three Lakhs Fifty thousand rupees per annum). You will be under training period of **6 months** with monthly stipend amount of **Rs 15000**.

You will be under a 2 year Bond, in case you Breach the Bond Agreement then you are liable to pay Rs 2,00,000 along with other benefits. The hard copy of the Bond Agreement will be given to you once you join the company.

Our total rewards package is a combination of different types of:

- Compensation related benefits
- Work/Life benefits & discounts
- Vacation and time-off policies

Apart from this, you are entitled for several insurance benefits as per your career stage in **Cloud Analogy Softech Pvt. Ltd.**

Post joining, your location of work will be **Kurukshetra**.

The details of the terms and conditions of the offer of employment will be shared with you on your date of joining.

Please find attachment of :

- 1) Your detailed annual and monthly compensation structure with **Cloud Analogy Softech Pvt Ltd.**
- 2) The list of documents you need to furnish on or before joining **Cloud Analogy Softech Pvt Ltd.**

Kindly confirm your acceptance of this offer and your date of joining by **24 November 2021**.

Failure of confirmation of acceptance of this offer on your part by **24 November 2021**, will automatically lead to offer cancellation.

Wishing you all the best,

For **Cloud Analogy Softech Pvt Ltd,**

Divya Dang

Head HR

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Annexure 1

Compensation Break-down		
Name	Yash Kumar Sharma	
Designation	Salesforce Developer	
Grade	-	
Department	Professional Services	
Cost to Company	3.5 LPA	
Components	PM	PA
Basic	11666.664	139999.968
HRA	5833.332	69999.984
Leave Travel Allowance	0	0
Statutory Bonus	971.83	11661.96
Special Allowance	7694.834	92338.008
Fixed Component	26166.66	313999.92
Company PF	1800	21600
ESIC	0	0
Food Coupon	0	0
Variable Pay**	0	0
Retention Bonus	0	0
Car Reimbursement	0	0
Attire Reimbursement	0	0
Telephone/Internet	1000	12000
Education Allowance	200	2400
Gross Salary	27366.66	328399.92
Total CTC	29166.66	350000
Notes:		
1. Income tax and other statutory deductions as applicable		

2. Gratuity shall be paid as per the prevailing act
3. Medical Insurance premium will be deducted as per declaration (Actual Premium)
4. **Variable pay is linked to achieving mutually agreed goals from year to year
5. CTC components shall be restructured once the reimbursement options opted

Annexure - 2

At the time of joining **Cloud Analogy Softech Pvt Ltd** the following documents and information must be made available to us.

List of documents that need to be submitted:

Sl.No	Documents
1	Age Proof Certificate-Birth certificate/ (School certificates of ICSE/SSLC/CBSE)
2	Academic Certificates (Including additional certifications/ courses) supporting your education qualifications along with mark sheets.
3	Your latest salary slip or salary certificate*
4	Experience proof - Relieving letter from previous employers (if previously employed)* The relieving letter or resignation acceptance needs to be submitted in original
5	Service certificate from previous Employer
6	Form 16 or Taxable income statement duly certified by the previous employer (The statement showing the deductions and Taxable income with the break up) till the last date of your employment with them along with PAN number if available.
7	4 Passport Size Photographs
8	Copy of PAN, Adhaar card, passport (All sheets)



9	Copy of your updated resume
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- Your offer has been made based on the information furnished by you. However, if there is a discrepancy in the copies of the documents/certificates given by you as a proof in support of the above, the company reserves the right to revoke the offer.
- We will not be able to process your records unless you submit all the documents mentioned above.
- Apart from this we would like you to have the following information ready with you, for usage during your joining formalities.
 - Ø DOB's of Father, Mother, Spouse, Child/ Children
 - Ø Educational details with the passing year
 - Ø Your past experience details with the exact years and role played to be mentioned.
 - Ø Blood Group
 - Ø 1 Passport size photograph of all your dependants
 - Ø Your PF, ESIC account number with previous (prior to joining us) employer
 - Ø Your PAN number
 - Ø Passport number, Place of issue, Date of issue, Validity: From & To date.

This is a digitally produced letter no physical signature is needed.

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Cloud Mentor

EMPLOYEE CONFIRMATION LETTER

04 July 2022

Aashirwad Jain
41, Dev Nagar Colony,
Ward no. 33, Bhind,
Madhya Pradesh - 477001
Phone No. - 7000847060

Dear Aashirwad,

This is to certify that you have successfully completed your training period with Cloud Mentor Software Pvt. Ltd. on July 03, 2022. I am pleased to confirm your permanent, full-time employment effective July 04, 2022 as **Salesforce Consultant**. The terms and conditions of employment set out in your original offer letter will continue to apply to your ongoing position. Attached with this letter, is the annexure of your compensation.

Yours Sincerely,


Sincerely,
Riya Bhullar Brar
Human Resource Manager
Cloud Mentor Software Pvt. Ltd.

Digitized by

21/07/2022 14:45

21st December 2021

Dhananjay Sharma

sharmadhananjay139@gmail.com

Dear Dhananjay,

On behalf of Cloud Mentor Software Pvt. Ltd., I am pleased to offer you the position of Salesforce Intern from 03rd January 2022 may be confirmed as full-time **Salesforce Developer** from 03rd July 2022, i.e. on successful completion of a six months' internship program.

The following outlines the terms of offer Letter:

- **Compensation and Performance Review:**

The Stipend for this position will be **INR 15,000 (Fifteen Thousand)** per month during your internship.. You will be paid on a direct deposit basis, monthly in the account details provided by you.

You shall be eligible for medical insurance benefits under company group insurance policy in addition to the mentioned compensation.

Your performance and compensation may be reviewed quarterly at the discretion of the company. You shall be required to maintain the quality of your work to the highest professional standards.

- **Background Verification:** Your employment shall be subject to clearance of background verification check.
- **Work Location:** Your work location shall be Jaipur, Rajasthan, but during the course of the service, you shall be liable to be posted / transferred anywhere to serve any of the Company's Projects or any other establishment in India or outside, at the sole discretion of the Management.
- **Probation:** The successful internship period shall be considered as probation period and based on your performance evaluation you might be considered as permanent employee of the company. Continued employment with the company post completion of six months shall be indicative of your confirmation as a permanent employee unless otherwise explicitly stated in written by the management

- **Termination of Service/Internship:** In a scenario where you wish to leave the organization, you shall have a notice period of 30 days from the day of submission of resignation. You shall be responsible for handing over/ completing any ongoing tasks/projects as suggested by your managers. Termination of Service shall be subject to rules laid down in the Resignation Policy of the company.
- **Outside Activities.** While you render services to the Company, you agree that you will not engage in any other employment, consulting or other business activity without the written consent of the Company. In addition, while you render services to the company, you will not assist any person or entity in competing with the Company, in preparing to compete with the Company or in hiring any employees or consultants of the Company.
- **Taxes.** All forms of compensation referred to in this letter are subject to applicable income and payroll taxes. Taxes are an individual's liability towards the government and shall be deducted in accordance with the latest Tax Laws.
- **Entire Agreement.** This letter supersedes and replaces any prior understandings or agreements, whether oral, written or implied, between you and the Company regarding the matters described in this letter.
- **Employee Portal:** You will be provided access to an Employee Portal which will contain all the company procedures and policies. You shall be required to go through all the policy documents present on the portal thoroughly and abide by the terms laid down.
- **BYOD Compensation:** BYOD reimbursement shall be paid only as long as you use your personal laptop for office work as per conditions laid down in the BYOD Policy.
- **Working Hours and Leave:** Your working hours and days of work will be as per company policy. You will be entitled to leave as per the Company rules. Please note that if you absent yourself from the service of the Company without prior written permission or overstay sanctioned leave for 3 consecutive days, you will be deemed to have abandoned service voluntarily without giving due notice and you shall lose lien on appointment.
- **Confidentiality and Non-Disclosure:** You shall be bound by contract to protect all company information and shall in no situation disclose company information to anyone who is not a part of the organization. All information

related to your payroll must not be discussed with anyone in the organization except for the HR Department or an authorized member of senior management.

- **Bond:** During the period of 1 (one) year from the date of joining including the period spent on probation (Training period is not included in the same), if you leaves/resigns/abandons the services or violates the terms of this Agreement, you will have to pay liquidated damages amounting to Rs.1,00,000/- (Rupees One Lakh Only) and give one calendar month's written notice or salary in lieu thereof as applicable in the company. You agree that the said amount of Rs.1,00,000/-(Rupees One Lakh only) can be recovered / adjusted by the company from the legal dues, if any, payable to him/her.
- **General:** The company may at any stage, without assigning any reason, discontinue its training, if in its opinion (which shall be final & binding) the trainee appears to be unlikely to become an efficient employee. In that event the company shall terminate the appointment of the trainee as per terms and conditions of appointment. You will have no contractual relationship with the Company and that this training contract is not an employment contract. However, you will be expected to behave as part of the Company in whatever position you are assigned and shall abide by all the terms and conditions applicable to the Company's own staff and respect the Company's policies, values and procedures.

We look forward to having you join our team and look forward to your response.

Navdeep Shrivastava

Sincerely,
Navdeep Shrivastava
General Manager India

Acceptance

I accept the terms of contract set forth in this letter:

Date:

Signature:



EMPLOYEE CONFIRMATION LETTER

04 July 2022

Ramavtar Tailor

20 Bazar Neota,
Sanganer, Jaipur- 302029
Rajasthan
Phone No. – 9983791370

Dear Ramavtar,

This is to certify that you have successfully completed your training period with Cloud Mentor Software Pvt. Ltd. on July 03 , 2022. I am pleased to confirm your permanent, full-time employment effective July 04 , 2022 as **Salesforce Consultant** . The terms and conditions of employment set out in your original offer letter will continue to apply to your ongoing position. Attached with this letter, is the annexure of your compensation.

Yours Sincerely,

A digital signature of Riya Bhullar Brar in blue ink, enclosed in a rounded rectangular box. Above the signature, it says "DocuSigned by:" and below it, a small alphanumeric code is visible.

Sincerely,
Riya Bhullar Brar
Human Resource Manager
Cloud Mentor Software Pvt. Ltd.

A digital signature of Ramavtar Tailor in blue ink, enclosed in a rounded rectangular box. Above the signature, it says "DocuSigned by:" and below it, a small alphanumeric code is visible.



Annexure

PARTICULARS	MONTHLY	ANNUAL
BASIC	28880	346560
HRA	14440	173280
LTA	2890	34680
BYOD ALLOWANCE	2500	30000
SPECIAL ALLOWANCE	7257	87080
TOTAL GROSS SALARY	55967	671600
PF EMPLOYER CONTRIBUTION (12% OF CEILING)	1800	21600
TOTAL CTC	57767	693200
PF EMPLOYEE CONTRIBUTION (12%)	1800	21600
NET TAKE HOME SALARY*	54167	650000
* SUBJECT TO INCOME TAX DEDUCTION IF ANY		

DocuSigned by:
Ramavtar Tahir
 8B31411F009E47B...



Cloudran Communications Pvt. Ltd

Cloudran Communication Pvt. Ltd.
D-902 Aparna Sarovar Grande,
Nallagandla, Hyderabad, Telangana, India 500019.
Tel: +91-70759-95370

06.April.2022

Dear Mr. Kartikay Pratap,

Congratulations! We are pleased to confirm that you have been selected to work for Cloudran Communication Pvt. Ltd. We are delighted to make you the following job offer.

Position:	Associate RF Engineer
Date of Joining:	08 th April 2022
Compensation:	Gross compensation of Rs 1,20,000/- (Rupees One Lakh & Twenty Thousand Only) per year, details are attached.
Notice Period:	In case of Resignation of services, you will be required to give three months' notice in writing or in leu you must pay 3 months' salary. You shall not be eligible to avail leave during the notice period.
Place of Work:	Your services are completely Work from Home.

Additionally, you will receive 10 personal - vacation days per calendar year, which will accrue at the rate of 1/12 per month, as well as nationally observed holidays in the USA.

Except as expressly permitted by Company, you shall devote your entire productive time, ability and attention to the Company's business during your employment. You shall always during your continued employment with the Company adhere to and obey all policies, rules and regulations relating to the Company's business or governing the conduct of the Company's employees.

Enclosed is a copy of your Employment, Patent and Confidentiality Agreement, Employee Consent Statement, and Employee Consent to Release Information Statement that, along with this letter, shall constitute all our agreements and understandings regarding your employment. There are no other written agreements regarding your employment and no one else is authorized to make any other agreements. If you choose to accept this offer of employment, return a signed copy of your employment agreement with each page initialed, along with this letter, to me by 07th April 2022.

Once again, let me express our unanimous excitement at the prospect of you joining the organization. We look forward to the prospect of a very long and mutually rewarding professional relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shiva Shankara Naidu".

Shiva Shankara Naidu
Director

Cloudran Communications Pvt. Ltd

Terms and Conditions

1. Working Hours

The company works 7days a week, 24 hours a day. You will be expected to work during the hours assigned to you by your superiors which may include night shifts & Weekends. You will be required to work 5 days a week mostly and your weekly off may not be on Saturday and Sunday.

2. Documents

Our offer is subjected to the completion of separation formalities at your previous employer. At the time of joining the company you are required to produce the following documents (photocopies), as applicable:

- Relieving Letter from your last Employer
- Copy of Passport
- Copy of Birth Certificate / School Leaving Certificate
- Academic & Professional Certificates
- 2 Reference Contacts
- Last 3 Pay slips drawn
- Four Passport size photographs
- If member of Provident Fund scheme, the membership number
- Form 16 (1) / Form 12 (B) (Pertaining to Tax Deducted at Source) from the previous employer

3. Statutory Benefits:

Statutory related payments like Provident Fund and Gratuity will be deducted from your salary.

Provident Fund: Provident Fund (12% of Basic) will be deducted from your salary the company will also contribute a matching amount towards your Provident Fund. The PF related components of the compensation would be governed by the relevant statutory laws as may be applicable from time to time.

Gratuity: The Gratuity is paid to the associates as per the Gratuity Act 1972, for every completed year of service, the Company shall pay gratuity to you at the rate of fifteen days' wages based on the rate of wages last drawn by the employee on retirement or resignation from the services of the Company on completion of at least 5 years of continuous service.

4. Statutory Compliance

Income-tax and Profession Tax will be deducted from your salary, as applicable.

Cloudran Communications Pvt. Ltd

5. Background Checks

Background checks (Criminal, Education, Employment & Reference Checks) are conducted for all associates. If the information provided by you is misrepresented, the Company would take appropriate action leading up to termination of employment.

Please note that this offer is subjected to the authenticity of the information and documentation provided by you. In the event the information provided is proved to be false / untrue, the Company reserves the right to immediately terminate your services.

6. Internet Reliability

As this role is for a complete work from home, it is Employee's responsibility to maintain a reliable high-speed internet connectivity all the times during work, else the Company will take a severe action against the same.

Monthly Components	
Basic Salary	₹ 2,580
House Rent Allowance	₹ 3,071
Medical/Conveyance Allowance	₹ 516
Project Allowance #	₹ 3,415
TOTAL: Monthly (A)	₹ 9,582
TOTAL: Monthly: Annualized (B)	₹ 1,14,984
Annual Components	
Provident Fund	₹ 3,715
Gratuity	₹ 1,301
TOTAL: Annual: (C)	₹ 5,016
Total Annual Earning Opportunity (B) + (C) + (D)	₹ 1,20,000

Payable while on a Project work

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Employment, Patent and Confidential Information Agreement

This Agreement is entered into on this 06th day of April 2022 between CLOUDRAN COMMUNICATIONS PVT. LTD and Kartikay Pratap with a primary residence located at Kaurara road near St ND Public School Sirsaganj dist-Firozabad, 283151. In consideration of my employment, continued employment and/or promotion of employment with CLOUDRAN COMMUNICATIONS PVT. LTD, I agree as follows:

1. Duties and Compensation. I understand and agree that the duties and compensation for my position with CLOUDRAN COMMUNICATIONS PVT. LTD, which will be provided to me under separate cover from this Agreement, are subject to change by CLOUDRAN COMMUNICATIONS PVT. LTD at any time, with or without notice. During my employment with CLOUDRAN COMMUNICATIONS PVT. LTD, I agree to devote my best efforts to furthering the interests of CLOUDRAN COMMUNICATIONS PVT. LTD, perform faithfully the duties assigned to me by CLOUDRAN COMMUNICATIONS PVT. LTD, and comply with all the rules and regulations and other lawful policies of CLOUDRAN COMMUNICATIONS PVT. LTD, as instituted, modified and promulgated by CLOUDRAN COMMUNICATIONS PVT. LTD during my employment. Additionally, while employed by the Company I further agree that I will not engage in any activity that conflicts with CLOUDRAN COMMUNICATIONS PVT. LTD's business interests, interferes with the proper and efficient performance of my duties at CLOUDRAN COMMUNICATIONS PVT. LTD, or interferes with the independent exercise of my judgment in CLOUDRAN COMMUNICATIONS PVT. LTD's best interests. Except as may be expressly permitted by the Company, I understand and acknowledge that I shall have no right or authority to make any contract, or binding promise on behalf of the Company, without the prior written consent of the Company.
2. Protection of Company's Confidential and Proprietary Information/Non-Solicitation and Related Obligations. As used in this Agreement, "Confidential and Proprietary Information" means all information, not generally known to the public, that relates to the business, technology, manner of operation, customers, finances, employees, proposals or practices of CLOUDRAN COMMUNICATIONS PVT. LTD or of any third parties doing business with CLOUDRAN COMMUNICATIONS PVT. LTD, and includes without limitation, the identities of and other information regarding CLOUDRAN COMMUNICATIONS PVT. LTD's customers and prospects, supplier lists, employee information, business plans and proposals, software programs, marketing plans and proposals, technical plans and proposals, research and development, budgets and projections, nonpublic financial information, all other information CLOUDRAN COMMUNICATIONS PVT. LTD designates as "confidential," and all other information and matters generally not known to the public. I understand and agree that Confidential and Proprietary Information will be considered the trade secrets of CLOUDRAN COMMUNICATIONS PVT. LTD and will be entitled to all protections given by law to trade secrets and that the provisions of this Agreement apply to every form in which Confidential and Proprietary Information exists, including, without limitation, written or printed information, films, tapes, computer disks, or data, or any other form of memory device, media or method by which information is stored or maintained. I acknowledge that in the course of my employment with CLOUDRAN COMMUNICATIONS PVT. LTD, I have received

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and may receive Confidential and Proprietary Information of CLOUDRAN COMMUNICATIONS PVT. LTD. I further acknowledge that Confidential and Proprietary Information is a valuable, unique and special asset belonging to CLOUDRAN COMMUNICATIONS PVT. LTD. For these reasons, and except as otherwise directed by CLOUDRAN COMMUNICATIONS PVT. LTD, I agree, during my employment, and at all times after the termination of my employment with CLOUDRAN COMMUNICATIONS PVT. LTD, that I will not publish, disclose to third parties, utilize for my own benefit, or otherwise make use of any of CLOUDRAN COMMUNICATIONS PVT. LTD's (or its clients') trade secrets or other confidential information concerning CLOUDRAN COMMUNICATIONS PVT. LTD or its clients, except to the extent necessary to carry out my obligations to CLOUDRAN COMMUNICATIONS PVT. LTD.

Further, I acknowledge the significant business interests of CLOUDRAN COMMUNICATIONS PVT. LTD in protecting from disclosure and unauthorized use its trade secrets, Confidential and Proprietary Information and valuable customer and other contact information, therefore I agree, for a period of one (1) year after my employment terminates, that I will not (a) engage in any activities or accept any employment or work assignment that would compromise the confidentiality, or result in the direct or indirect disclosure or use, of any Confidential and Proprietary Information of CLOUDRAN COMMUNICATIONS PVT. LTD, (b) solicit directly or indirectly or assist any entity or person in soliciting, any customers or business prospects of CLOUDRAN COMMUNICATIONS PVT. LTD to discontinue doing business with or purchasing consulting services or products from CLOUDRAN COMMUNICATIONS PVT. LTD, or in any way interfere with any of CLOUDRAN COMMUNICATIONS PVT. LTD's business relationships with its clients, or (c) induce or attempt to influence directly or indirectly any other employee of CLOUDRAN COMMUNICATIONS PVT. LTD to terminate his or her employment with CLOUDRAN COMMUNICATIONS PVT. LTD or to work for me or any other person or entity. As money damages for the period of time during which I breach the preceding covenants, the Company shall be entitled to recover the full amount of any fees, compensation, or other remuneration earned by me as a result of any such breach.

3. Non-disparagement. I expressly agree that during my employment with the Company and for one (1) year following the termination of my employment for any reason, I will make no statement and take no action of any kind, verbal or written, that directly or indirectly disparages the Company, injures its general reputation or interferes with the Company's operations. The Company shall have the right to terminate your services to for cause, unsatisfactory performance, reorganization, or elimination of the position.
4. Disclosure and Assignment of Innovations. As used in this Agreement, "Innovations" means all inventions, discoveries, designs, developments, improvements, copyrightable materials, trade secrets, new concepts, new ideas and expressions of ideas, (including computer programs and software), which relate to CLOUDRAN COMMUNICATIONS PVT. LTD's present or prospective businesses or have been created using Company property, Confidential or Proprietary Information of CLOUDRAN COMMUNICATIONS PVT. LTD, the advice or help of other CLOUDRAN COMMUNICATIONS PVT. LTD employees, independent contractors or other third parties, or other resources of CLOUDRAN COMMUNICATIONS PVT. LTD. I understand that this definition of Innovations applies even if a patent or



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copyright cannot be issued or claimed, and even if CLOUDRAN COMMUNICATIONS PVT. LTD does not intend to exploit, work or develop the Innovations. During my employment with CLOUDRAN COMMUNICATIONS PVT. LTD my services performed for CLOUDRAN COMMUNICATIONS PVT. LTD shall be considered “work made for hire,” as that term is defined under U.S. copyright law, and I agree that all data, electronic or paper documents, models, programs, methods, inventions, innovations, reports or other work product that I develop while employed by CLOUDRAN COMMUNICATIONS PVT. LTD, or that includes any of CLOUDRAN COMMUNICATIONS PVT. LTD’s Confidential or Proprietary Information shall be the sole property of CLOUDRAN COMMUNICATIONS PVT. LTD, and I recognize and agree that all present and future Innovations, whether conceived, developed or reduced to practice during my employment by others or by me, solely or jointly, is and will become the property of CLOUDRAN COMMUNICATIONS PVT. LTD. I hereby assign and agree to assign to CLOUDRAN COMMUNICATIONS PVT. LTD, its successors and assigns, any and all of my right, title and interest in and to any and all Innovations and to any copyright, trademark, patent applications or Letters Patent thereon. I agree to execute whatever documents may be reasonably necessary at CLOUDRAN COMMUNICATIONS PVT. LTD’s request, and without further compensation, in order to assign the rights in any Innovations to CLOUDRAN COMMUNICATIONS PVT. LTD. In the event the Company is unable to secure my signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Innovation, whether due to mental or physical incapacity or any other cause (including without limitation a refusal by me to do so), I hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact, (such appointment is acknowledged as coupled with an interest) to act for and in my behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other right or protectionism with the same force and effect as if executed and delivered by me. I further agree, both while employed by CLOUDRAN COMMUNICATIONS PVT. LTD and at the time my employment with CLOUDRAN COMMUNICATIONS PVT. LTD is terminated, to disclose promptly to CLOUDRAN COMMUNICATIONS PVT. LTD all Innovations that have been made or conceived by me while employed by CLOUDRAN COMMUNICATIONS PVT. LTD. In addition to the above, the Company shall have the royalty-free right to use in its business, and to make, use and sell products, processes and services derived from any inventions, discoveries, concepts and ideas, whether or not patentable, including but not limited to processes, methods, formulas and techniques, as well as improvements thereof and know-how related thereto, that are not Innovations as defined herein, but which are made or conceived by me during my employment with the Company with the use or assistance of the Company’s facilities, materials or personnel. I understand that my obligation to assign any and all Innovations as defined in this Section 4 will not apply to any innovations that I develop or developed entirely on my own time without using the Company’s equipment, supplies, facilities, or Confidential and Proprietary Information, unless such innovations (a) relate at the time of conception or reduction to practice directly to CLOUDRAN COMMUNICATIONS PVT. LTD’s business or actual or demonstrably anticipated research or development of CLOUDRAN



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COMMUNICATIONS PVT. LTD, or (b) result from any work performed by me for CLOUDRAN COMMUNICATIONS PVT. LTD.

5. Protection of Company Property. As used in this Agreement, "Company Property" means all records, data, files, manuals, memoranda, documents, supplies, computer materials, equipment, inventory and other materials that have been created, used or obtained by CLOUDRAN COMMUNICATIONS PVT. LTD, including but not limited to pagers, databases, security cards and badges, insurance cards, keys, computer manuals, company or employee manuals, credit cards, computers, laptops, printers, fax machines, cellular and landline phones, and copiers, as well as Confidential and Proprietary Information and Technology and all business revenues and fees produced or transacted through the efforts of CLOUDRAN COMMUNICATIONS PVT. LTD. I agree to preserve, use and hold Company Property, which is and remains the property of CLOUDRAN COMMUNICATIONS PVT. LTD, only for the benefit of CLOUDRAN COMMUNICATIONS PVT. LTD to carry out CLOUDRAN COMMUNICATIONS PVT. LTD's business. I agree that, on or before the day on which my employment with CLOUDRAN COMMUNICATIONS PVT. LTD is terminated, I will deliver or return to CLOUDRAN COMMUNICATIONS PVT. LTD all Company Property, including all copies of Company Property, in my possession or control. I further agree that I will not use any computer access code or password belonging to CLOUDRAN COMMUNICATIONS PVT. LTD and that I will not access any computer or database in the possession or control of CLOUDRAN COMMUNICATIONS PVT. LTD after my employment with CLOUDRAN COMMUNICATIONS PVT. LTD is terminated. Unless otherwise prohibited by applicable law, and in addition to all other remedies available to CLOUDRAN COMMUNICATIONS PVT. LTD, I authorize CLOUDRAN COMMUNICATIONS PVT. LTD to deduct from my wages during or at the termination of my employment with CLOUDRAN COMMUNICATIONS PVT. LTD: (a) the fair market value, to be determined by CLOUDRAN COMMUNICATIONS PVT. LTD, of any Company Property I fail to return to CLOUDRAN COMMUNICATIONS PVT. LTD upon CLOUDRAN COMMUNICATIONS PVT. LTD's request or at the time of my termination or that I return to CLOUDRAN COMMUNICATIONS PVT. LTD in a damaged condition; (b) any personal charges I have incurred on a corporate charge card for which I have not reimbursed CLOUDRAN COMMUNICATIONS PVT. LTD; (c) any unpaid CLOUDRAN COMMUNICATIONS PVT. LTD charges on a corporate charge card for which I have received reimbursement from CLOUDRAN COMMUNICATIONS PVT. LTD; (d) any unpaid cellular telephone bill for which I am responsible for payment; and (e) any other unpaid debt or unfulfilled obligation I have to CLOUDRAN COMMUNICATIONS PVT. LTD, including, but not limited to, any relocation expenses, bonuses, educational or training costs, loans, advanced salary or paid leave for which I have repayment obligations to CLOUDRAN COMMUNICATIONS PVT. LTD. I further agree that if deductions from my wages are insufficient to cover the amount I owe CLOUDRAN COMMUNICATIONS PVT. LTD, I will either immediately repay CLOUDRAN COMMUNICATIONS PVT. LTD in full or execute a promissory note for the balance, providing for repayment within a time period acceptable to CLOUDRAN COMMUNICATIONS PVT. LTD.
6. Warranties of Employee. I warrant and represent to CLOUDRAN COMMUNICATIONS PVT. LTD that (a) this Agreement and my employment with

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CLOUDRAN COMMUNICATIONS PVT. LTD does not, and will not violate any provision of, and this Agreement will not be in conflict with, result in a breach of, or constitute (with due notice or lapse of time) a default under, any other contract, agreement or arrangement to which I am a party or am bound, including without limitation any agreements relating to the termination of prior employment or which otherwise express limitations on the employment or business activities in which I may engage, and (b) that I will not use in the furtherance of my duties for CLOUDRAN COMMUNICATIONS PVT. LTD during my employment with CLOUDRAN COMMUNICATIONS PVT. LTD any property, including, without limitation, documents, memoranda, software, drawings and other records belonging to or containing information belonging to a third party or my former employer(s). I understand that CLOUDRAN COMMUNICATIONS PVT. LTD prohibits the use or disclosure of any trade secrets of a third party in conducting Company business.

7. Injunctive Relief and Remedies. I agree that: (a) protection of Company's Confidential and Proprietary Information, Technology and company Property is necessary to protect legitimate business interest of CLOUDRAN COMMUNICATIONS PVT. LTD, such as CLOUDRAN COMMUNICATIONS PVT. LTD's goodwill and the unique services and products that CLOUDRAN COMMUNICATIONS PVT. LTD has developed or may develop and market, and the Confidential and Proprietary Information CLOUDRAN COMMUNICATIONS PVT. LTD has acquired concerning its subscribers, customers and business prospects; (b) CLOUDRAN COMMUNICATIONS PVT. LTD will be irreparably harmed by a breach of any of the provisions of this Agreement; (c) adequate remedies at law may not be available for such breaches; therefore, CLOUDRAN COMMUNICATIONS PVT. LTD is entitled to bring an action for (i) a preliminary or permanent injunction or restraining order to enforce this Agreement without posting a bond or demonstrating actual harm or damages and/or (ii) money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorneys' fees incurred by the Company in enforcing the provisions of this Agreement. I further agree that any claims I may have against CLOUDRAN COMMUNICATIONS PVT. LTD will not be a defense to the entry or enforcement of an injunction to protect CLOUDRAN COMMUNICATIONS PVT. LTD's interests. Nothing in this Agreement shall prohibit the Company from also pursuing any other remedy available at law or equity.
8. Assignment of Rights. I acknowledge and agree that my obligations under this Agreement are for the benefit of CLOUDRAN COMMUNICATIONS PVT. LTD and its present and future subsidiaries, affiliates and related entities (whether joint ventures, partnerships, corporations or other business entities) and that each new subsidiary, affiliate and related entity will be a beneficiary of this Agreement with the right to enforce its terms. I give CLOUDRAN COMMUNICATIONS PVT. LTD the right to disclose the existence of this Agreement to outside parties it deems appropriate. I further agree that I may not assign or delegate any rights or duties under this Agreement.
9. Severability and Non-Waiver. I agree that if any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby. Failure of CLOUDRAN



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COMMUNICATIONS PVT. LTD to insist upon strict adherence to any provision of this Agreement or to enforce any provision, on one or more occasions, shall not be deemed to be a waiver of its right to enforce any provision in the future.

10. Complete Agreement. I acknowledge and agree that this Agreement replaces and terminates all prior agreements, whether written or otherwise, between me and CLOUDRAN COMMUNICATIONS PVT. LTD or any subsidiary or related or affiliated entity of CLOUDRAN COMMUNICATIONS PVT. LTD, concerning the terms and conditions of employment with CLOUDRAN COMMUNICATIONS PVT. LTD described in this Agreement; provided, however, that I will continue to be bound by any repayment obligations contained in my Offer of Employment, this Agreement, or any other obligations I have to CLOUDRAN COMMUNICATIONS PVT. LTD contained in any other document relating to CLOUDRAN COMMUNICATIONS PVT. LTD's investment or advancement of monies or benefits to or on behalf of me. No provision in this Agreement can be amended or waived, unless (a) the amendment or waiver is in writing, (b) it is signed by me and an authorized officer of CLOUDRAN COMMUNICATIONS PVT. LTD, and (c) it says explicitly that it is intended to amend or waive a provision of this Agreement. This Agreement may be executed in two or more counterparts, all of which together shall be considered a single instrument.

Employee's Understanding.

I acknowledge that:

- (1) I have read all provisions of this Agreement.
- (2) I fully understand this Agreement and all of its provisions.
- (3) I have had a full opportunity to have this Agreement explained or reviewed by legal counsel.
- (4) I have been given or will be entitled to receive an exact copy of this Agreement.

Employee Signature with Date

Coforge || Campus Hiring Drive - 2022 Batch || JECRC, Jaipur || Final Result

To: Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>, Sana HR <sana.hr@jecrc.ac.in>

From: Aneesh Jain <Aneesh.Jain@coforge.com>
Date: Mon, Nov 1, 2021, 10:25 AM

Date: Mon, Nov 1, 2021 at 9:25 PM

Subject: Coforge || Campus Hiring Drive - 2022 Batch || JECRC, Jaipur || Final Result
To: dydirector@jecrc.ac.in

To: dydirectorhr@jecrc.ac.in <dydirectorhr@jecrc.ac.in>, directorhr@jecrc.ac.in <directorhr@jecrc.ac.in>

Greetings from Coforge..!

FA the details of 32 candidates who are Final Selects in the Coforge - Campus Hiring Drive hosted for 2022 Passing out - B.Tech batch.

We would like to take an opportunity to extend special thanks to the entire JECRC, Jaipur placements team who really supported a lot so that no stone is left unturned and we actually complete our process within the timelines.

We would like to personally congratulate all the shortlisted candidates for their selection @ Coforge & also would like to thank them for extending their interest in shaping up the early career with Coforge.

While we work on the next steps for them, in the meantime, you may suggest these candidates to visit our website (www.coforge.com) and keep themselves updated on latest trends and technologies.

In case of any questions / queries, they may reach out to us at campus@coforge.com

In the end would really like to appreciate all your efforts & support extended in the complete process to make it a complete success...!! Thanks
Gain Team, keep up the good work..!!

Thanks & Regards,

Anesh Jain

Manager – Talent Acquisition

Coforge

Coforge Limited

(Eerstwhile NIT Technologies Limited)

www.cpl.org






S.No.	Candidate Name	Candidate Email	Candidate Mobile	Gender	Passing Year	Campus Name	Course	Stream
1	Abhishek Kumar	abhishek2273@gmail.com	8619092273	M	2022	JECRC University	B.Tech	Computer Science
2	Abhishek Rathore	abhishekrathore.cse22@jecrc.ac.in	6377410598	M	2022	Jaipur Engineering College & Research Centre	B.Tech	Computer Science
3	Adish Jain	adishjainmail@gmail.com	6377255885	M	2022	JECRC University	B.Tech	Computer Science
4	Akshat Pareek	akshatpareek.it22@jecrc.ac.in	7073673256	M	2022	Jaipur Engineering College & Research Centre	B.Tech	IT
5	Anchal Madhani	anchalmadhani.ece22@jecrc.ac.in	7820821404	F	2022	Jaipur Engineering College & Research Centre	B.Tech	Electronics and
6	Ankit Bijarniya	ankitbijarniab17@gmail.com	9877981140	M	2022	JECRC University	B.Tech	Computer Science
7	Ayushi Prajapati	ayushiprajapati.ece22@jecrc.ac.in	9783226547	F	2022	Jaipur Engineering College & Research Centre	B.Tech	Communication
8	Deepak Agarwal	agarwaldeepak11001@gmail.com	7357130647	M	2022	JECRC University	B.Tech	Computer Science
9	Gaurav Jain	aakashj597@gmail.com	7073916170	M	2022	JECRC University	B.Tech	Computer Science
10	Ivan Bhattacharyya	ivanbh2000@gmail.com	9757463412	M	2022	JECRC University	B.Tech	Computer Science
11	Jaya Mohnany	jayamohnany2704@gmail.com	9461158077	F	2022	JECRC University	B.Tech	Computer Science
12	Maitri Bansal	maitribansal.cse22@jecrc.ac.in	8769410268	F	2022	Jaipur Engineering College & Research Centre	B.Tech	Computer Science
13	Manasvi Dhoundiyal	manasvidhoundiyal@gmail.com	9873430220	F	2022	JECRC University (JU), Jaipur	B.Tech	Computer Science
14	Mansi Gurnani	gurnanimansi258@gmail.com	8619331750	F	2022	JECRC University	B.Tech	Computer Science
15	Mohammed Faisal	faisalsyedskr@gmail.com	8290632678	M	2022	JECRC University	B.Tech	Computer Science
16	Niteen Maan	nichoudharymaan113@gmail.com	9671871469	M	2022	JECRC University	B.Tech	Computer Science



Reference Number : SSB-HR/DELHI/90012538
Date of Offer : August 21, 2022

Mr. Ankit Bijarniya
Mangrawali Dhani, Patwari Ka Bas, Sikar
Shrimadhopur-332715

Subject: Appointment Letter

Dear Mr. Ankit Bijarniya,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) (hereinafter referred to as “**Company**”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision “**ENGAGE WITH THE EMERGING**” and our Mission “**TRANSFORM AT THE INTERSECT**”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **DEVELOPER** in the Company and your designation will be **SOFTWARE ENGINEER**. Your joining location will be Greater Noida.

We are pleased to offer you an Annual Total Compensation of ₹ 4,25,002. This includes a Variable Compensation of ₹ 21,250. The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

We request you to join us on or before August 30, 2022.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by August 30, 2022 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.



The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

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

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as “**Employment Agreement**”).

Thank you

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Candidate Signature :

Date :

ANNEXURE A - Compensation & Benefits Details

Name : Ankit Bijarniya **Applicant Number** : 90012538
Designation : SOFTWARE ENGINEER **Benefit Plan** : Q
Personnel Area : SEB, Gr.Noida SEZ 1, Coforge

A. Monthly Salary (₹)	Basic	13,000
	HRA	6,500
	Conveyance + LTA	8,060
	Flexi Basket	3,112
	Gross Monthly	30,672
B. Annual Benefit (₹)	PF (as per act)	21,600
	Mediclaim without Parents	8,780
	Life Insurance Premium	5,308
	Annual Benefits Total	35,688
C. Variable Compensation (₹) (on achievement of 100% goals)		21,250
D. Annual Cost To Company (₹)		4,25,002

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. Transportation facility provided by company for travel from home to office and back is adjusted against the conveyance allowance, if applicable. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.
2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.
3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.
4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.
5. Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.



Authorized Signatory

Candidate Acceptance / Sign Date

Benefits Offered – Benefit Plan Q

S. No.	Benefit	Description	Benefit Limit
1	Special Dating Holiday	Additional Paid Leave either on your Birthday/Wedding Anniversary.	One Paid Leave as per your Date of Birth/Wedding Anniversary.
2	Special Dating Allowance	Benefit on your Birthday if you are Single or Wedding Anniversary if you are Married.	₹3,000/- once in a Financial Year
3	Leave Travel Allowance	Reimburse your travel expenses incurred on a holiday, and avail tax benefit on the same.	Maximum annual limit is up to one month's basic salary.
4	Insurance	<ul style="list-style-type: none"> Life Insurance Coverage Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. Group Personal Accident Insurance Cover 	Rs. 25,00,000/- Rs. 1,50,000/- to Rs. 30,00,000/- Accidental claim benefit as per GPAI policy
5	Executive Health-Check Up	Age between 35-40 years: Once in two financial years. Age between 40-45 years: Once in a financial year/ Once in two financial years with rollover benefit.	₹ 3,500/- Annually
6	Gratuity and Superannuation	As per Company Norms	As per Company Norms
7	Gym Facility/Allowance	Gym Facility on premises/ Allowance if gym facility is not available on premises.	Up to ₹500/- per month
8	Work From Home	Option to work from home in case of any medical exigency (basis approval).	As per Company Policy
9	Company Leased Accommodation	Option to avail Company Leased Accommodation on rent.	As per Benefit Plan & CLA Scheme
10	Each One Get One (EOGO)	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per EOGO Policy

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

- 1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.
- 1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.
- 1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

- 2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.
- 2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.
- 2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

- 3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.

3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.

3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.

6.2 Either party may terminate this Employment Agreement, during or after probation, by serving:

- a) Ninety (90) days of notice period for employees who are covered under Special Skills listed in Annexure D in this Employment Agreement. Note that the Company's Notice Period Policy will override skills listed in Annexure D of this Employment Agreement. You will find latest Notice Period Policy on iEngage Portal.
- b) Sixty (60) days for all other employees across the Company in accordance with the Notice Period Policy.

6.3 The Company may terminate your services immediately and without notice if:

- a) You commit a crime involving moral turpitude, theft, fraud and deceit;
- b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
- c) You commit any act or omission inconsistent with the duties assigned to you;
- d) You are found to be in gross negligence or willful misconduct or misdemeanor;
- e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
- f) You provide false information to the Company at the time of your joining; or
- g) Your performance is determined by the Company to be unsatisfactory.

6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.

6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.

6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:

- a) Return to work within eight (8) days of commencement of such absence; or
- b) Submit proofs in case of a medical / legal emergency.

6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure E.

7. Code of Conduct

- 7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

8. Representation and Warranties

- 8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.
- 8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
 - a) Initiate all necessary background check through various third-party agencies;
 - b) Implement the terms and conditions of various contracts entered by the Company; and
 - c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the "Restricted Territories" as defined below.

The term "Competitive Activity" shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term "Restrictive Territories" shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term "Customer" shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term “Confidential Information” means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

- (i) Tax records, financial information, such as the Company’s earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- (ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- (iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv) Customer information, such as any compilation of past, existing, or prospective customers, customers’ proposals or agreements between customers and status of customers’ accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- (v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.

b) Technical Information which includes but is not limited to:

- (i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
- (ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
- (iii) Information relating to trade secrets, confidential knowledge, data;
- (iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

c) Business Information which includes but is not limited to:

- (i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
- (ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
- (iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company’s business and activities.

10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.

- 10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.
- 10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.
- 10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

- 11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.
- 11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

- 13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.
- 13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

15. General

- 15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 15.2 You must submit documents mentioned in check list in Annexure C.
- 15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.
- 15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: _____

Signature: _____

Place: _____

Date: _____

**ANNEXURE C – List of documents required on date of joining
(if not already submitted)**

1. Your copy of the appointment letter
2. Five passport size and two stamp size photographs with plain background
3. Information of your blood group
4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree/Passing Certificate(s))
5. If you have been working earlier :
 - a) Relieving Letter/Resignation acceptance letter/Experience Certificate from the previous employer
 - b) Appointment letter of the previous employer
 - c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
 - d) Your Provident Fund and Family Pension Fund Account Numbers
6. Copy of Passport (Indian/Non-Indian)
7. Copy of PAN Card
8. Copy of Aadhaar Card
9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme
10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents of being covered through an alternate personal medical insurance policy.

ANNEXURE D - Special Skills

AEM
Amazon — Lex
BA/QA (INS & FLMI/LOMA Certified)
Big Data/Hadoop – Cloudera, Hortonworks
Blockchain
Certified Performance / Security Testing Skill
Citrix
Cloud – Azure, AWS, Google Cloud
Dev Ops
Domain Testers-Vertical Domain Certified Testers (Ins, BFS, TTH, Healthcare)
Geneva
Google — Dialogflow
Intellimatch
L&A Products Skills
Mainframe
Markit EDM
MathWorks
MDM – Informatica, Profisee, Information Builders, Talend
Microsoft — Computer Vision API / LUIS / Azure Machine Learning Studio
Mobility - Android Native / IOS Native / Xamarin
Pega BA — Appian BA
Pega QA — Appian QA
Pega PM — Appian PM
Digital Pega — Digital Appian
P&C Products (Including Testers) – DCT, Guidewire, POINT
Python, R
React Native / React JS / Node JS
SCCM
SDET
Service Now
SFDC
Sitecore
Splunk
UI Path / Blue Prism / Automation Anywhere
SEI Platform Skills

ANNEXURE E

Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____(the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.
3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.



Ref : HRO SEB DELHI/HIR-CLTR/54005394
Date : January 11, 2022

Mr.IVAN BHATTACHARYYA
111, JAWPUR ROAD, ADJACENT TO PANCHANANTALA MANDIR
PO- MOTIJHEEL KOLKATA
KOLKATA-700074
INDIA

Dear Mr. IVAN BHATTACHARYYA

With reference to your application and a letter from your institute sponsoring you to undertake training as a part of your curriculum, we have pleasure in offering you a project in Coforge Limited as per the following terms and conditions.

Your assignment will commence on January 18, 2022 and end on July 31, 2022

During the period of the project , you will be paid a Scholarship of Rs.20,000 (Twenty Thousand Only) per month. Statutory deductions, if any, will be borne by you. The amount of the Scholarship may be reduced in part or full if you fail to comply with the rules and regulations of the company. By signing this letter, you also irrevocably consent to the Company collecting, using and disclosing your personal information for various purposes, including to:

- a) Initiate all necessary background checks through various agencies as may be required during the course of your employment;
- b) Implement the terms and conditions of various contracts entered into by the Company and
- c) Comply with relevant laws.

The Company, at your written request, will:

- a) Provide with access to any personal information relating to you held by Company; and
- b) Correct or amend any personal information relating to you held by Company which becomes out of date.

During the project you shall not absent without prior written approval. You shall not commit any such act , which may constitute violation of the rules and regulations of the Company.

Your assignment may be terminated, either by the company or by you, after giving one month's notice or remuneration in lieu thereof, any time before the completion of assignment period. In case of earlier termination of assignment no compensations, scholarship, wages or damages for the remaining period of assignment shall be payable by the Company.

You shall not give out to any one during the period of your service and even afterwards by word of mouth or otherwise, particulars or details of our processes, technical know-how, security arrangements, administrative and/or organizational matters of confidential nature which may be your privilege to know by virtue of you doing a project with us.

You will be responsible for the safe keeping and return in good condition of all the properties that may be in your use, custody, care or charge.

This project does not create any employer-employee relationship between you and the Company and you will not claim any lien on employment.



Kindly report to Human Resources Organisation by January 18, 2022, failing which this offer will stand automatically withdrawn.

Yours faithfully

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Confirmation : I will take up the project as per the terms and conditions mentioned in this letter.

Signature :

Name IVAN BHATTACHARYYA

Date 12-01-2022

ANNEXURE 1 - GROSS MONTHLY COMPENSATION

Applicant Number : 54005394
Name : Mr. IVAN BHATTACHARYYA
W.e.f : January 18, 2022
Currency : Indian Rupee

A MONTHLY COMPONENTS

STIPEND 20,000

B GROSS MONTHLY 20,000



Authorized Signatory



Acceptance



CIN No. : U72200RJ2006PTC022891

10/10/2022
Dotsquares

Subject: Employment Offer Letter

Dear Mansi Gurnani,

We Dotsquares, are pleased to offer you a Permanent Position as Trainee.

You are required to join us by 11/02/2022. In case you foresee any delay in joining us, you are required to inform in advance.

Failing to inform us in advance will terminate this employment offer.

You are requested to accept the offer letter on or before 10/13/2022.

This offer will expire if not accepted within the specified date and also please send scanned copy of following documents :

- Attested Copies of all academic marksheets/certificates
- Attested Copies of Professional Credentials from last & current employer including Offer Letter/Appointment Letter/ Experience Letter.
- Photographs (4 Passport size)
- ID proofs- Driving License, Voter ID Card (Pan card & Aadhar card is mandatory)
- Form-12B

You are requested to share copy of resignation from your current employer within 3 days of this offer.

You are requested to carry Original Documents at the time of joining for verification.

We congratulate you, and look forward to working with you.

Kind Regards,

Dotsquares
Human Resource



CIN No. : U72200RJ2006PTC022891

10/10/2022
Dotsquares

Subject: Employment Offer Letter

Dear Mansi Gurnani,

We Dotsquares, are pleased to offer you a Permanent Position as Trainee.

You are required to join us by 11/02/2022. In case you foresee any delay in joining us, you are required to inform in advance.

Failing to inform us in advance will terminate this employment offer.

You are requested to accept the offer letter on or before 10/13/2022.

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- Attested Copies of all academic marksheets/certificates
- Attested Copies of Professional Credentials from last & current employer including Offer Letter/Appointment Letter/ Experience Letter.
- Photographs (4 Passport size)
- ID proofs- Driving License, Voter ID Card (Pan card & Aadhar card is mandatory)
- Form-12B

You are requested to share copy of resignation from your current employer within 3 days of this offer.

You are requested to carry Original Documents at the time of joining for verification.

We congratulate you, and look forward to working with you.

Kind Regards,

Dotsquares
Human Resource

Ref : HRO SEB DELHI/HIR-CLTR/54005408
Date : January 11, 2022

Mr.PUNIT MODI
BICHLA BAZAR ,GUDHA GORJI,
JHUNJHUNU
JHUNJHUNU-333022
INDIA

Dear Mr. PUNIT MODI

With reference to your application and a letter from your institute sponsoring you to undertake training as a part of your curriculum, we have pleasure in offering you a project in Coforge Limited as per the following terms and conditions.

Your assignment will commence on January 18, 2022 and end on July 31, 2022

During the period of the project , you will be paid a Scholarship of Rs.20,000 (Twenty Thousand Only) per month. Statutory deductions, if any, will be borne by you. The amount of the Scholarship may be reduced in part or full if you fail to comply with the rules and regulations of the company. By signing this letter, you also irrevocably consent to the Company collecting, using and disclosing your personal information for various purposes, including to:

- a) Initiate all necessary background checks through various agencies as may be required during the course of your employment;
- b) Implement the terms and conditions of various contracts entered into by the Company and
- c) Comply with relevant laws.

The Company, at your written request, will:

- a) Provide with access to any personal information relating to you held by Company; and
- b) Correct or amend any personal information relating to you held by Company which becomes out of date.

During the project you shall not absent without prior written approval. You shall not commit any such act , which may constitute violation of the rules and regulations of the Company.

Your assignment may be terminated, either by the company or by you, after giving one month's notice or remuneration in lieu thereof, any time before the completion of assignment period. In case of earlier termination of assignment no compensations, scholarship, wages or damages for the remaining period of assignment shall be payable by the Company.

You shall not give out to any one during the period of your service and even afterwards by word of mouth or otherwise, particulars or details of our processes, technical know-how, security arrangements, administrative and/or organizational matters of confidential nature which may be your privilege to know by virtue of you doing a project with us.

You will be responsible for the safe keeping and return in good condition of all the properties that may be in your use, custody, care or charge.

This project does not create any employer-employee relationship between you and the Company and you will not claim any lien on employment.



Coforge Limited

(Erstwhile known as NIIT Technologies Limited) .

Special Economic Zone, Plot No. TZ-2 & 2A, Sector - Tech Zone, Greater Noida (UP) - 201308, India.
Tel.: +91 120 4592 300, Fax: +91 120 4592 301 www.coforgetech.com
Registered Office : 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi - 110 019, India.
Tel.: +91 11 41029 297, Fax: +91 11 2641 4900
CIN: L72100DL1992PLC048753

Kindly report to Human Resources Organisation by January 18, 2022, failing which this offer will stand automatically withdrawn.

Yours faithfully

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

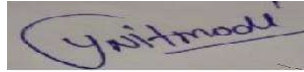


KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Confirmation : I will take up the project as per the terms and conditions mentioned in this letter.


Signature :



Name

PUNIT MODI

Date: **January 18, 2022**



Coforge Limited

(Erstwhile known as NIIT Technologies Limited) .

Special Economic Zone, Plot No. TZ-2 & 2A, Sector - Tech Zone, Greater Noida (UP) - 201308, India.

Tel.: +91 120 4592 300, Fax: +91 120 4592 301 www.coforgetech.com

Registered Office : 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi - 110 019, India.

Tel.: +91 11 41029 297, Fax: +91 11 2641 4900

CIN: L72100DL1992PLC048753

ANNEXURE 1 - GROSS MONTHLY COMPENSATION

Applicant Number : 54005408
Name : Mr. PUNIT MODI
W.e.f : January 18, 2022

Currency : Indian Rupee

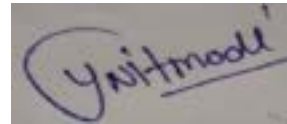
A MONTHLY COMPONENTS

STIPEND 20,000

B GROSS MONTHLY 20,000



Authorized Signatory



Acceptance





Reference Number : SSB-HR/DELHI/90012803
Date of Offer : August 19, 2022

Mr. Shailesh Singh
142/6 Shyam Colony,
sehatpur Extn.
Faridabad, Haryana-121003

Subject: Appointment Letter

Dear Mr. Shailesh Singh,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) (hereinafter referred to as “**Company**”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision “**ENGAGE WITH THE EMERGING**” and our Mission “**TRANSFORM AT THE INTERSECT**”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **DEVELOPER** in the Company and your designation will be **SOFTWARE ENGINEER**. Your joining location will be Greater Noida.

We are pleased to offer you an Annual Total Compensation of ₹ 4,25,002. This includes a Variable Compensation of ₹ 21,250. The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

We request you to join us on or before August 30, 2022.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by August 30, 2022 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.



The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

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

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as “**Employment Agreement**”).

Thank you

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Candidate Signature :

Date :

ANNEXURE A - Compensation & Benefits Details

Name : Shailesh Singh **Applicant Number** : 90012803
Designation : SOFTWARE ENGINEER **Benefit Plan** : Q
Personnel Area : SEB, Gr.Noida SEZ 1, Coforge

A. Monthly Salary (₹)	Basic	13,000
	HRA	6,500
	Conveyance + LTA	8,060
	Flexi Basket	3,112
	Gross Monthly	30,672
B. Annual Benefit (₹)	PF (as per act)	21,600
	Mediclaim without Parents	8,780
	Life Insurance Premium	5,308
	Annual Benefits Total	35,688
C. Variable Compensation (₹) (on achievement of 100% goals)		21,250
D. Annual Cost To Company (₹)		4,25,002

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. Transportation facility provided by company for travel from home to office and back is adjusted against the conveyance allowance, if applicable. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.

2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.

3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.

4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.

5. Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.



Authorized Signatory

Candidate Acceptance / Sign Date

Benefits Offered – Benefit Plan Q

S. No.	Benefit	Description	Benefit Limit
1	Special Dating Holiday	Additional Paid Leave either on your Birthday/Wedding Anniversary.	One Paid Leave as per your Date of Birth/Wedding Anniversary.
2	Special Dating Allowance	Benefit on your Birthday if you are Single or Wedding Anniversary if you are Married.	₹3,000/- once in a Financial Year
3	Leave Travel Allowance	Reimburse your travel expenses incurred on a holiday, and avail tax benefit on the same.	Maximum annual limit is up to one month's basic salary.
4	Insurance	<ul style="list-style-type: none"> Life Insurance Coverage Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. Group Personal Accident Insurance Cover 	Rs. 25,00,000/- Rs. 1,50,000/- to Rs. 30,00,000/- Accidental claim benefit as per GPAI policy
5	Executive Health-Check Up	Age between 35-40 years: Once in two financial years. Age between 40-45 years: Once in a financial year/ Once in two financial years with rollover benefit.	₹ 3,500/- Annually
6	Gratuity and Superannuation	As per Company Norms	As per Company Norms
7	Gym Facility/Allowance	Gym Facility on premises/ Allowance if gym facility is not available on premises.	Up to ₹500/- per month
8	Work From Home	Option to work from home in case of any medical exigency (basis approval).	As per Company Policy
9	Company Leased Accommodation	Option to avail Company Leased Accommodation on rent.	As per Benefit Plan & CLA Scheme
10	Each One Get One (EOGO)	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per EOGO Policy

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

- 1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.
- 1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.
- 1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

- 2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.
- 2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.
- 2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

- 3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.

- 3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.
- 3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

- 6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.
- 6.2 Either party may terminate this Employment Agreement, during or after probation, by serving:
- a) Ninety (90) days of notice period for employees who are covered under Special Skills listed in Annexure D in this Employment Agreement. Note that the Company's Notice Period Policy will override skills listed in Annexure D of this Employment Agreement. You will find latest Notice Period Policy on iEngage Portal.
 - b) Sixty (60) days for all other employees across the Company in accordance with the Notice Period Policy.
- 6.3 The Company may terminate your services immediately and without notice if:
- a) You commit a crime involving moral turpitude, theft, fraud and deceit;
 - b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
 - c) You commit any act or omission inconsistent with the duties assigned to you;
 - d) You are found to be in gross negligence or willful misconduct or misdemeanor;
 - e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
 - f) You provide false information to the Company at the time of your joining; or
 - g) Your performance is determined by the Company to be unsatisfactory.
- 6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.
- 6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.
- 6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:
- a) Return to work within eight (8) days of commencement of such absence; or
 - b) Submit proofs in case of a medical / legal emergency.
- 6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure E.

7. Code of Conduct

- 7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

8. Representation and Warranties

- 8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.
- 8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
 - a) Initiate all necessary background check through various third-party agencies;
 - b) Implement the terms and conditions of various contracts entered by the Company; and
 - c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the "Restricted Territories" as defined below.

The term "Competitive Activity" shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term "Restrictive Territories" shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term "Customer" shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term “Confidential Information” means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

- (i) Tax records, financial information, such as the Company’s earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- (ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- (iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv) Customer information, such as any compilation of past, existing, or prospective customers, customers’ proposals or agreements between customers and status of customers’ accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- (v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.

b) Technical Information which includes but is not limited to:

- (i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
- (ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
- (iii) Information relating to trade secrets, confidential knowledge, data;
- (iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

c) Business Information which includes but is not limited to:

- (i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
- (ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
- (iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company’s business and activities.

10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.

- 10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.
- 10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.
- 10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

- 11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.
- 11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

- 13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.
- 13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

15. General

- 15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 15.2 You must submit documents mentioned in check list in Annexure C.
- 15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.
- 15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: _____

Signature: _____

Place: _____

Date: _____

**ANNEXURE C – List of documents required on date of joining
(if not already submitted)**

1. Your copy of the appointment letter
2. Five passport size and two stamp size photographs with plain background
3. Information of your blood group
4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree/Passing Certificate(s))
5. If you have been working earlier :
 - a) Relieving Letter/Resignation acceptance letter/Experience Certificate from the previous employer
 - b) Appointment letter of the previous employer
 - c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
 - d) Your Provident Fund and Family Pension Fund Account Numbers
6. Copy of Passport (Indian/Non-Indian)
7. Copy of PAN Card
8. Copy of Aadhaar Card
9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme
10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents of being covered through an alternate personal medical insurance policy.

ANNEXURE D - Special Skills

AEM
Amazon — Lex
BA/QA (INS & FLMI/LOMA Certified)
Big Data/Hadoop – Cloudera, Hortonworks
Blockchain
Certified Performance / Security Testing Skill
Citrix
Cloud – Azure, AWS, Google Cloud
Dev Ops
Domain Testers-Vertical Domain Certified Testers (Ins, BFS, TTH, Healthcare)
Geneva
Google — Dialogflow
Intellimatch
L&A Products Skills
Mainframe
Markit EDM
MathWorks
MDM – Informatica, Profisee, Information Builders, Talend
Microsoft — Computer Vision API / LUIS / Azure Machine Learning Studio
Mobility - Android Native / IOS Native / Xamarin
Pega BA — Appian BA
Pega QA — Appian QA
Pega PM — Appian PM
Digital Pega — Digital Appian
P&C Products (Including Testers) – DCT, Guidewire, POINT
Python, R
React Native / React JS / Node JS
SCCM
SDET
Service Now
SFDC
Sitecore
Splunk
UI Path / Blue Prism / Automation Anywhere
SEI Platform Skills

ANNEXURE E

Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____(the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.
3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.

Ref : HRO SEB DELHI/HIR-CLTR/54005456
Date : January 11, 2022

Mr. Shashank Singh
Flat no:11, Bherunath Smrati complex, near post office,
Mukherjee choke, kankroli , Rajsamand, Raj.
Rajsamand, Raj.-313324
INDIA

Dear Mr. Shashank Singh

With reference to your application and a letter from your institute sponsoring you to undertake training as a part of your curriculum, we have pleasure in offering you a project in Coforge Limited as per the following terms and conditions.

Your assignment will commence on January 18, 2022 and end on July 31, 2022

During the period of the project , you will be paid a Scholarship of Rs.20,000 (Twenty Thousand Only) per month. Statutory deductions, if any, will be borne by you. The amount of the Scholarship may be reduced in part or full if you fail to comply with the rules and regulations of the company. By signing this letter, you also irrevocably consent to the Company collecting, using and disclosing your personal information for various purposes, including to:

- a) Initiate all necessary background checks through various agencies as may be required during the course of your employment;
- b) Implement the terms and conditions of various contracts entered into by the Company and
- c) Comply with relevant laws.

The Company, at your written request, will:

- a) Provide with access to any personal information relating to you held by Company; and
- b) Correct or amend any personal information relating to you held by Company which becomes out of date.

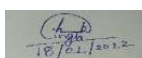
During the project you shall not absent without prior written approval. You shall not commit any such act , which may constitute violation of the rules and regulations of the Company.

Your assignment may be terminated, either by the company or by you, after giving one month's notice or remuneration in lieu thereof, any time before the completion of assignment period. In case of earlier termination of assignment no compensations, scholarship, wages or damages for the remaining period of assignment shall be payable by the Company.

You shall not give out to any one during the period of your service and even afterwards by word of mouth or otherwise, particulars or details of our processes, technical know-how, security arrangements, administrative and/or organizational matters of confidential nature which may be your privilege to know by virtue of you doing a project with us.

You will be responsible for the safe keeping and return in good condition of all the properties that may be in your use, custody, care or charge.

This project does not create any employer-employee relationship between you and the Company and you will not claim any lien on employment.



18th Jan 2022

Kindly report to Human Resources Organisation by January 18, 2022, failing which this offer will stand automatically withdrawn.

Yours faithfully

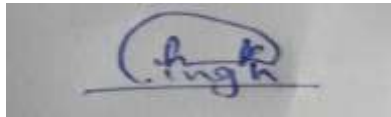
For Coforge Ltd (erstwhile known as NIIT Technologies Limited)



KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Confirmation : I will take up the project as per the terms and conditions mentioned in this letter.

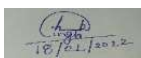


Signature :

Name

Shashank Singh

Date 18/01/2022



18th Jan 2022

ANNEXURE 1 - GROSS MONTHLY COMPENSATION

Applicant Number : 54005456
Name : Mr. Shashank Singh
W.e.f : January 18, 2022
Currency : Indian Rupee

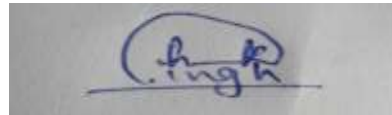
A MONTHLY COMPONENTS

STIPEND 20,000

B GROSS MONTHLY 20,000



Authorized Signatory



Acceptance

Coforge Limited

(Erstwhile known as NIIT Technologies Limited) .

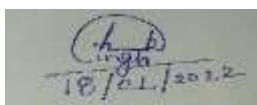
Special Economic Zone, Plot No. TZ-2 & 2A, Sector - Tech Zone, Greater Noida (UP) - 201308, India.

Tel.: +91 120 4592 300, Fax: +91 120 4592 301 www.coforgetech.com

Registered Office : 8, Balaji Estate, Third Floor, Guru Ravi Das Marg, Kalkaji, New Delhi - 110 019, India.

Tel.: +91 11 41029 297, Fax: +91 11 2641 4900

CIN: L72100DL1992PLC048753



18th Jan 2022



Letter of Intent

Date: 17th December , 2021

Somay Dhabhai
JECRC University

Dear Somay,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world-class organization. The guiding principle behind our endeavor to succeed originates from our Vision **“ENGAGE WITH THE EMERGING”** and our Mission **“TRANSFORM AT THE INTERSECT”**.

We are pleased to inform you that you have been provisionally shortlisted for employment as **“GRADUATE ENGINEER TRAINEE”** at a **CTC of INR 3.65 Lac per annum**. Your tentative date of joining will be **July’22** after completion of your final examinations.

You are required to sign a service agreement for a period of 2 years that will be effective from your date of joining. In event of you exiting the organization before completion of the service agreement duration, you will be required to pay an amount of INR 1.5 L to the organization.

You will receive a formal letter of appointment with all the terms and conditions closer to your onboarding date with us. This is subject to submission of all documents & meeting the eligibility criteria as required by the organization.

As a token of your acceptance, please confirm that you have read and understood this Letter of Intent. Please send in your confirmation to campus@coforge.com confirming your interest in joining Coforge Limited.

With best wishes,

For Coforge Limited

A handwritten signature in black ink, appearing to read 'Kannika Sagar'.

Kannika Sagar

ANNEXURE A - Compensation & Benefits Details

Name : XXX

Designation : GRADUATE ENGINEER TRAINEE

A. Monthly Salary (₹)	Basic	11,200
	HRA	5,600
	Conveyance + LTA	6,944
	Flexi Basket	2,493
	Gross Monthly	26,237
B. Annual Benefit (₹)	PF (as per act)	21,600
	Mediclaim without Parents	6,262
	Life Insurance Premium	4,046
	Annual Benefits Total	31,908
C. Variable Compensation (₹) (on achievement of 100% goals)		18,250
D. Annual Cost To Company (₹)		3,65,002

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. Transportation facility provided by company for travel from home to office and back is adjusted against the conveyance allowance, if applicable. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.
2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.
3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.
4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexi basket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.
5. Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.

Authorized Signatory

Candidate Acceptance / Sign Date



Reference Number : SSB-HR/DELHI/90011234
Date of Offer : July 11, 2022

Mr. Vinay Bang
1-ka-8, 1st Sector, Choupasni Housing Board
Jodhpur-342001

Subject: Appointment Letter

Dear Mr. Vinay Bang,

We welcome you to Coforge Ltd (erstwhile known as NIIT Technologies Limited) (hereinafter referred to as “**Company**”) and we are confident that you will build a long and mutually rewarding career with us. We believe that it is professionals like you who can, along with all of us, build a world class organization. The guiding principle behind our endeavor to succeed originates from our Vision “**ENGAGE WITH THE EMERGING**” and our Mission “**TRANSFORM AT THE INTERSECT**”.

With reference to the discussions that we had with you, we are pleased to offer you the role of **ENGINEER TRAINEE** in the Company and your designation will be **GRADUATE ENGINEER TRAINEE**. Your joining location will be Greater Noida.

We are pleased to offer you an Annual Total Compensation of ₹ 4,25,002. This includes a Variable Compensation of ₹ 21,250. The earned Variable Compensation may vary, depending on the Company's performance and your performance during the year.

Other details about your compensation are mentioned in Annexure A.

Your appointment will be governed by the terms and conditions of employment specified in Annexure B. You shall be governed by the rules, regulations, and practices of the Company which may change from time to time. In case there is a conflict between the terms and conditions of employment in Annexure B and the prevailing rules, regulations, and practices of the Company in future, the prevailing policy will overrule the terms and conditions prescribed in Annexure B.

Your compensation is highly confidential and if the need arises, you may discuss it only with your Manager.

We request you to join us on or before July 21, 2022.

Please also note:

- This offer of appointment is subject to satisfactory professional reference checks and your joining by July 21, 2022 as mentioned above. In the event of unsatisfactory outcome of the reference checks, the Company reserves the right to withdraw/revoke the Employment Agreement and/or terminate your employment if you have already joined the Company.
- This offer will stand withdrawn, if we do not receive your acceptance of the same within 5 days of receipt of this Employment Agreement.



The Company provides long-term career opportunities to every employee. We sincerely hope that you will grow with the organization.

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

On your accepting this offer, the combination of this offer letter along with the listed Annexures shall form the complete Employment Agreement (and referred to as “**Employment Agreement**”).

Thank you

For Coforge Ltd (erstwhile known as NIIT Technologies Limited)

KANNIKA SAGAR

CHIEF PEOPLE OFFICER

Candidate Signature :

Date :

ANNEXURE A - Compensation & Benefits Details

Name : Vinay Bang **Applicant Number** : 90011234
Designation : GRADUATE ENGINEER TRAINEE **Benefit Plan** : Q
Personnel Area : SEB, Gr.Noida SEZ 1, Coforge

A. Monthly Salary (₹)	Basic	13,000
	HRA	6,500
	Conveyance + LTA	8,060
	Flexi Basket	3,112
	Gross Monthly	30,672
B. Annual Benefit (₹)	PF (as per act)	21,600
	Mediclaim without Parents	8,780
	Life Insurance Premium	5,308
	Annual Benefits Total	35,688
C. Variable Compensation (₹) (on achievement of 100% goals)		21,250
D. Annual Cost To Company (₹)		4,25,002

1. The Conveyance Allowance + LTA consists of vehicle expenses reimbursement (VER) & LTA. If self-owned car is used, expenses towards petrol and maintenance up to ₹ 1800/- p.m. (₹ 2400/- p.m. if CC is more than 1.6 litres), is exempt from tax as per current rules. Transportation facility provided by company for travel from home to office and back is adjusted against the conveyance allowance, if applicable. LTA is governed by the Income Tax rules. The balance, if any from Conveyance Allowance + LTA will be paid on a monthly basis after deductions.

2. The Flexi basket consists of mobile phone usage. The Flexi basket is a taxable allowance and will be paid on a monthly basis after deductions, if any. Reimbursement towards mobile phone usage charges up to ₹ 3000/- p.m. is exempt from tax as per current rules.

3. Variable Compensation shall be based on your Variable Compensation plan, and Variable Compensation Policy.

4. Mediclaim Premium shown above is towards hospitalization coverage for self and dependent nominees as per scheme. This is the standard coverage (for self + 3 dependent nominees, without parents) for your benefit plan, however you will have the option to upgrade (increase coverage amount, or include additional members and/or parents) the plan on your day of joining. In case of any change, the difference in premium will be adjusted from the Flexibasket component of your gross monthly salary. You will also have the option to opt out of company's Mediclaim scheme, by providing proof of documents of being covered through an alternate policy.

5. Life Insurance premium is towards the Life Cover for self as per benefit plan and policy.



Authorized Signatory

Candidate Acceptance / Sign Date

Benefits Offered – Benefit Plan Q

S. No.	Benefit	Description	Benefit Limit
1	Special Dating Holiday	Additional Paid Leave either on your Birthday/Wedding Anniversary.	One Paid Leave as per your Date of Birth/Wedding Anniversary.
2	Special Dating Allowance	Benefit on your Birthday if you are Single or Wedding Anniversary if you are Married.	₹3,000/- once in a Financial Year
3	Leave Travel Allowance	Reimburse your travel expenses incurred on a holiday, and avail tax benefit on the same.	Maximum annual limit is up to one month's basic salary.
4	Insurance	<ul style="list-style-type: none"> Life Insurance Coverage Mediclaim Scheme with Floater Option of Self + 3 or Self + 5 with/without parents. Group Personal Accident Insurance Cover 	Rs. 25,00,000/- Rs. 1,50,000/- to Rs. 30,00,000/- Accidental claim benefit as per GPAI policy
5	Executive Health-Check Up	Age between 35-40 years: Once in two financial years. Age between 40-45 years: Once in a financial year/ Once in two financial years with rollover benefit.	₹ 3,500/- Annually
6	Gratuity and Superannuation	As per Company Norms	As per Company Norms
7	Gym Facility/Allowance	Gym Facility on premises/ Allowance if gym facility is not available on premises.	Up to ₹500/- per month
8	Work From Home	Option to work from home in case of any medical exigency (basis approval).	As per Company Policy
9	Company Leased Accommodation	Option to avail Company Leased Accommodation on rent.	As per Benefit Plan & CLA Scheme
10	Each One Get One (EOGO)	Referral Scheme that offers benefits to refer friends/acquaintances for suitable positions in the organization.	As per EOGO Policy

ANNEXURE B - Terms & Conditions of Employment

1. Probation Period

- 1.1 You will initially be on probation for a period of six (6) months which may be extended or reduced at the sole discretion of the Company.
- 1.2 During the period of probation, the appointment is terminable either by the Company or by you by serving notice as per clause 6.2 of this agreement or payment of gross salary in lieu thereof as per Notice Period Policy of the Company.
- 1.3 In case you decide to separate your services during the probation period, the Company, at its sole discretion, reserves the right not to accept salary in lieu of notice and relieve you only at the end of applicable notice period or on your completion of any pending assignments.
- 1.4 On successful completion of your probation period and on review of your performance, your appointment to the above post will be deemed confirmed by the Company unless contrary intention is informed to you in writing. All other terms and conditions as mentioned in this Employment Agreement will remain the same.
- 1.5 For computing the probation period, your actual date of joining the Company shall be taken into consideration.

2. Duties

- 2.1 You shall comply with the rules, regulations, and procedures as notified by the Company from time to time.
- 2.2 During working hours, you shall entirely devote your time, attention, and abilities to further the business interest of the Company.
- 2.3 The Company has the sole discretion to transfer you to any location, to any of the Company's affiliates, as well as seconded from the Company to any of its clients or customers, within India or outside India.
- 2.4 You shall, always, keep your manager promptly and fully informed (in writing if so requested) of your conduct of the business or affairs of the Company, provide such further information, and provide written records and/or explanation as your manager may require.
- 2.5 You shall not, without the Company's prior written consent, be in any way directly or indirectly engaged in or concerned with any other business or employment during or outside your hours of work. You can, however, undertake honorary work of social or charitable nature, literary, artistic, or scientific character only with the express permission of the Company.
- 2.6 During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company or create a conflict of interest with the Company. In addition, you shall not divulge any confidential information or violate any agreement with your prior employers or their clients.
- 2.7 You shall render services and perform obligations and duties under this Employment Agreement accurately and in accordance with instructions, specifications, procedures, standards, guidelines, timeframe, if any, as issued from time to time by the Company for the performance of services to the satisfaction of the Company.
- 2.8 You shall be responsible for corporate, personnel, and personal taxes, if any and shall indemnify and hold harmless the Company for any liability in this connection.
- 2.9 You shall ensure that all reasonable skill, diligence, and care is taken in accordance with sound industry practices and/ or as specified by the Company from time to time, to the satisfaction of the Company.

3. Place of work

- 3.1 You will be in employment at any one of Company's offices, its affiliates, or Company's customer locations, as per business requirement.
- 3.2 You can be deputed to any other unit referred as "Posted Unit" at the sole discretion of Company. The terms and conditions of your deputation shall be detailed in the deputation letter issued to you.
- 3.3 The Company reserves the right to transfer you on a temporary or permanent basis to other job functions or departments within the Company, and assign such other duties as may be deemed fit in the interest of the Company.

3.4 You shall comply with the Company's rules relating to relocation to or from a Customer location.

3.5 You are entitled to certain scheduled benefits which shall be centrally administered by the Company and during the period of administration of such schemes, the legal ownership of any movable or immovable property will remain with Company.

4. Taxation

The amount payable by the Company towards salaries and benefits shall be subject to deduction of income tax at source under applicable laws. All other requirements under the Indian tax laws including tax compliance and filing of tax returns shall be fulfilled by you at your own cost.

5. Leave

You will be eligible for leave in accordance with the leave policy of the Company as applicable for the time being in force.

6. Separation of Employment

6.1 You will automatically retire from services on attaining the superannuating age, as per company policy.

6.2 Either party may terminate this Employment Agreement, during or after probation, by serving:

- a) Ninety (90) days of notice period for employees who are covered under Special Skills listed in Annexure D in this Employment Agreement. Note that the Company's Notice Period Policy will override skills listed in Annexure D of this Employment Agreement. You will find latest Notice Period Policy on iEngage Portal.
- b) Sixty (60) days for all other employees across the Company in accordance with the Notice Period Policy.

6.3 The Company may terminate your services immediately and without notice if:

- a) You commit a crime involving moral turpitude, theft, fraud and deceit;
- b) Your conduct has adverse effect on the reputation of the Company, its directors and officers;
- c) You commit any act or omission inconsistent with the duties assigned to you;
- d) You are found to be in gross negligence or willful misconduct or misdemeanor;
- e) You breach any of the terms and conditions of this Employment Agreement, or the Company's policies and Code of Conduct;
- f) You provide false information to the Company at the time of your joining; or
- g) Your performance is determined by the Company to be unsatisfactory.

6.4 The company has a zero-tolerance policy towards sexual harassment. When allegations of sexual harassment are made, the Employer will investigate them and, if substantiated, take disciplinary action which may even mean termination of services.

6.5 To accommodate business objectives, notice period policy is subject to change by Company, and the updated policy shall be applicable to you.

6.6 If you absent yourself without leave or remain absent beyond the period of leaves originally granted or subsequently extended, you shall be considered as having voluntarily resigned from employment without any notice unless you:

- a) Return to work within eight (8) days of commencement of such absence; or
- b) Submit proofs in case of a medical / legal emergency.

6.7 At the time of discontinuation of your employment for any reason (resignation, separation, retirement, or any other), you shall submit a Separation Certificate as in Annexure E.

7. Code of Conduct

- 7.1 You shall always, maintain exemplary conduct and decorum. You shall uphold honesty and integrity in all your actions.
- 7.2 You shall honor and comply with all rules and regulations of the Company and statutory requirements, in letter and spirit.
- 7.3 The Company has released its Code of Conduct to address working standards, business interests, and protect the reputation of the Company. You will be required to adhere to Code of Conduct once you join the Company.

8. Representation and Warranties

- 8.1 The Company has made the offer of employment based on the bona fide statements and documents provided by you in your application form for employment. At the time of employment or during employment if the Company finds the information provided to be false or misleading, it reserves the right to terminate your services without notice.
- 8.2 You shall indemnify and hold the Company harmless against all costs, loss and damage that may be caused to the Company due to such misrepresentation. By signing this Employment Agreement, you also irrevocably consent to the Company collecting, using, and disclosing your personal information for various purposes including:
 - a) Initiate all necessary background check through various third-party agencies;
 - b) Implement the terms and conditions of various contracts entered by the Company; and
 - c) Comply with relevant laws.

9. Non-Solicitation and Non-Compete

You shall not, during a period ending twelve (12) months after termination of your employment, however caused, directly, or indirectly:

- a) Hire or engage or attempt to hire or engage any individual who is or was an employee, contractor or consultant of the Company (or any associated company) at any time during the twelve (12) month period prior to the termination of the employment, and who was personally known to you in the course of, or as a result of, your employment with the Company; or
- b) Solicit or persuade any customer of the Company to cease doing business with the Company or to reduce the amount of business that the customer would normally do with the Company.

You shall not, directly, or indirectly (whether as an employee, consultant, proprietor, partner, director, or otherwise), engage in any Competitive Activity in any of the "Restricted Territories" as defined below.

The term "Competitive Activity" shall mean the whole of the business activity carried on or engaged by or pursued by the Company and/or its affiliates and includes, but not limited to directly or indirectly, contacting or soliciting the business of any Customer for the purposes of selling goods and services provided by the Company or any of its affiliates.

The term "Restrictive Territories" shall mean each and every country, province, state, county, city, or other political subdivision of the world in which the Company or any of its affiliates is engaged in business or otherwise sells its respective products and services, now or in the future up to and including the date (if any) on which you commence employment with another employer.

The term "Customer" shall mean any person or business entity that has purchased goods or services from the Company or any of its affiliates, or any person or business entity that has contacted the Company or any of its affiliates for purposes of soliciting business (but excluding general solicitation) within the last twelve (12) months prior to your termination of employment with the Company.

10. Confidentiality & Intellectual Property

10.1 In this Employment Agreement, the term “Confidential Information” means the Confidential Information of the Company as set forth below:

a) Company Internal Information which includes but is not limited to:

- (i) Tax records, financial information, such as the Company’s earnings, assets, debts, prices, pricing structure, estimates, volumes of customers;
- (ii) Employee / personnel database, any information or data pertaining to or in relation with the past and current employees of the Company;
- (iii) Transaction details such as names or addresses, terms of services, contracts of particular transactions, or related information about potential customers, marketing information such as details about ongoing or proposed marketing programs or agreements by or on behalf of the Company, projections, sales forecasts or results of marketing efforts or information about impending transactions;
- (iv) Customer information, such as any compilation of past, existing, or prospective customers, customers’ proposals or agreements between customers and status of customers’ accounts or credit, or related information about actual or prospective customers, customer lists, knowledge of customer needs and preferences;
- (v) Vendor and service provider information, prices, and terms at which procurements are made by the Company.

b) Technical Information which includes but is not limited to:

- (i) All technical data, information concerning databases, source code, object code, research, product plans, products, services, trade secrets or know-how;
- (ii) Information relating to software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information;
- (iii) Information relating to trade secrets, confidential knowledge, data;
- (iv) Other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases and any other original works of authorship.

c) Business Information which includes but is not limited to:

- (i) Business plans, mechanisms, business related functions, activities, business systems, processes, and services;
- (ii) Trade secrets, business strategies, marketing strategies, methods of operation, and market information;
- (iii) Other valuable information, confidential information, and trade-related information relating to the business and activities of the Company, and useful or necessary for the success of the Company’s business and activities.

10.2 All the Intellectual Property arising out of this Employment Agreement with respect to the services provided by you shall vest solely with the Company. You shall not, during the term of this **Employment Agreement** and for a period of twelve (12) months after the termination of your employment, create any Intellectual Property for any third party that is substantially similar to any created by you for the Company.

10.3 You hereby acknowledge and agree that all rights, title, and interests in the Intellectual Property arising out of services provided by you pursuant to this Employment Agreement shall vest solely and absolutely in the Company.

10.4 You hereby undertake that you will not apply for any copyright, trademark, patent, or any intellectual property in relation to any of the Intellectual Property and Confidential Information provided by the Company pursuant to this Employment Agreement or developed by you either solely or jointly with the Company subsequent to the execution of this Employment Agreement.

10.5 You shall fully disclose, deliver, and transfer to the Company and perpetually assign to the Company, your entire right, title and interest, including moral rights, and on a worldwide basis, in and to any and all Intellectual Property whether patentable or copyrightable or not, originated, conceived, acquired or developed by you, either solely or jointly with others, arising out of the performance of the services provided to the Company by you under this Employment Agreement.

- 10.6 You will assist the Company and, if required by the Company, a customer in every way during and subsequent to the term of this Employment Agreement, to obtain for its or their own benefit the patents, copyrights, or other legal protection over such Intellectual Property in any and all countries in the world; and to do all such lawful acts to protect the Company's rights, title and interests, including the giving of testimony. You will be compensated by the Company for time spent in fulfilling these obligations at the same rate as for performing services hereunder.
- 10.7 You will make and maintain adequate and current written records of your work to document all such work and Intellectual Property, in the form of notes, sketches, drawings or reports relating thereto, which shall be delivered to or made available to the Company upon request at all reasonable times.
- 10.8 You recognize that, by virtue of this Employment Agreement, you will be given and shall have access to specialized technical know-how, information, data, and other confidential and proprietary information of the Company as well as information of its customers. You undertake not to divulge or communicate to any person (unless required by law or by any regulation or by any governmental authority with proper authority) or use or exploit for any purpose whatsoever, any of the trade secrets or confidential knowledge or information of the Company and the customer which he may receive or obtain as a result of entering into this Employment Agreement. This obligation and restriction on you shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain through no fault of yours, or was already known by you prior to the disclosure by the Company.
- 10.9 Without limiting the foregoing, you agree to hold the Company's Confidential Information in strict confidence and to use the same measures and degree of care that one would use to prevent disclosure of own Confidential Information of like importance, but in no instance less than reasonable care.
- 10.10 You agree that you will not, during the time of your employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that you will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, person, or entity unless consented to in writing by such employer, person, or entity.

11. Conflict of Interest

- 11.1 You shall engage yourself exclusively in the work assigned by the Company and shall not take up any independent or individual assignments whether the same is part-time (or 'moonlight' or freelance) or full-time, in an advisory capacity or otherwise, directly, or indirectly.
- 11.2 You shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall conflict with your commitments to the Company under this agreement.

12. Performance Management and Salary Revision

You will be subjected to Annual Performance Review of the respective year. Your career and compensation progression will be based on your performance and Company policies prevailing at that point of time.

13. Medical Fitness

- 13.1 Your appointment is subject to your being declared as medically fit by a doctor identified by the Company and communicated to you.
- 13.2 Company has the right to get you medically examined by any certified medical practitioner during the period of your employment. In case you are found medically unfit to continue the job, your service would be liable for termination.

14. Non-Disparagement

You will not, at any time during the term of your employment and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage the Company or its respective officers, directors, employees, advisors, and businesses.

15. General

- 15.1 The designation assigned to you is subject to change depending upon work assignments made to you from time to time.
- 15.2 You must submit documents mentioned in check list in Annexure C.
- 15.3 This Employment Agreement shall be governed and construed in accordance with the laws of India. Any dispute arising under this Employment Agreement shall be subject to the local courts where you are based.
- 15.4 You will inform in writing to the Base unit of any change of address within a week from the change of the same, failing which any communication sent on your last recorded address shall be deemed to have been served on you.
- 15.5 You agree that you will intimate or keep the Company informed of any agreements, oral or written, which you may have entered into and which may relate to or affect your commitments under this Employment Agreement.
- 15.6 The invalidity or unenforceability of any clause of this Employment Agreement shall not affect the binding effect of the balance of the Agreement.
- 15.7 You acknowledge that the services to be rendered pursuant to this Employment Agreement are unique and personal. Accordingly, you shall not assign any of your rights or delegate any of your duties or obligations under this Employment Agreement.

Acceptance

I, agree to accept the employment on the terms and conditions specified in this Employment Agreement and the Annexures.

Name: _____

Signature: _____

Place: _____

Date: _____

**ANNEXURE C – List of documents required on date of joining
(if not already submitted)**

1. Your copy of the appointment letter
2. Five passport size and two stamp size photographs with plain background
3. Information of your blood group
4. Qualifications documents – Graduation onwards till highest qualification (Final year/semester mark sheet & Degree/Passing Certificate(s))
5. If you have been working earlier :
 - a) Relieving Letter/Resignation acceptance letter/Experience Certificate from the previous employer
 - b) Appointment letter of the previous employer
 - c) Name of the Provident Fund Trust (in case it was a trust) and UAN Number
 - d) Your Provident Fund and Family Pension Fund Account Numbers
6. Copy of Passport (Indian/Non-Indian)
7. Copy of PAN Card
8. Copy of Aadhaar Card
9. Nominations (Name(s) & Date(s) of Birth) to be made for Mediclaim Scheme
10. In case you wish to opt out from company's Mediclaim scheme, you need to provide proof of documents of being covered through an alternate personal medical insurance policy.

ANNEXURE D - Special Skills

AEM
Amazon — Lex
BA/QA (INS & FLMI/LOMA Certified)
Big Data/Hadoop – Cloudera, Hortonworks
Blockchain
Certified Performance / Security Testing Skill
Citrix
Cloud – Azure, AWS, Google Cloud
Dev Ops
Domain Testers-Vertical Domain Certified Testers (Ins, BFS, TTH, Healthcare)
Geneva
Google — Dialogflow
Intellimatch
L&A Products Skills
Mainframe
Markit EDM
MathWorks
MDM – Informatica, Profisee, Information Builders, Talend
Microsoft — Computer Vision API / LUIS / Azure Machine Learning Studio
Mobility - Android Native / IOS Native / Xamarin
Pega BA — Appian BA
Pega QA — Appian QA
Pega PM — Appian PM
Digital Pega — Digital Appian
P&C Products (Including Testers) – DCT, Guidewire, POINT
Python, R
React Native / React JS / Node JS
SCCM
SDET
Service Now
SFDC
Sitecore
Splunk
UI Path / Blue Prism / Automation Anywhere
SEI Platform Skills

ANNEXURE E

Separation Certificate

(To be submitted by the Employee at the time of separation)

1. This is to certify to _____(the “**Company**”) that, at the time of my separation of services from the Company, I have delivered all Company property including but not limited to Company’s Confidential Information as specified in the Confidentiality & Intellectual Property Agreement annexed to my employment agreement (“**Employment Agreement**”).
2. I further certify to the Company that I have returned all devices and equipment belonging to the Company (including Laptop, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, forms, reports, files, studies, memoranda, manuals, plans, proposals, lists, correspondence (including emails and any other electronic correspondence), specifications, drawings, blueprints, sketches, materials, photographs, charts, magnetic media, and any other documents and property, and reproductions of any and all of the aforementioned items that were developed by me pursuant to my employment with the Company, obtained by me in connection with my employment with the Company, or otherwise belonging to the Company or its clients, vendors, or third parties.
3. I undertake to preserve as confidential all Confidential Information (as defined in the Confidentiality and Intellectual Property Clause) and I hereby confirm that I shall not use or disclose Confidential Information for any purpose either directly or indirectly either by myself or in conjunction with some other person.
4. I further certify that I have complied with all the terms and conditions of the Employment Agreement and will continue to comply with certain specific obligations including but not limited to non-compete, non-solicitation, and non-disparagement as contained in the Employment Agreement.
5. Any experience gained by me in the course of employment with the Company shall not be termed as Confidential Information and the Company shall have no objection to using this experience in any manner whatsoever.

LETTER00087#

ANJALI

163/111 pratap nagar, sector-16, sanganer, pratap nagar sector, 11, jaipur, rajasthan, 302033

APPOINTMENT LETTER

We are pleased to offer you employment with **Cognus Technology** (the “Company”) on the following terms and conditions:

1. COMMENCEMENT OF EMPLOYMENT

Your employment will be effective as of **18 Apr 2022**.

2. JOB TITLE AND WORK LOCATION

Your job title will be **Executive - Projects** and you shall be posted at **Cognus Technology** office.

3. COMPENSATION & SECURITY DEPOSIT

3.1 Your annual compensation will be **INR. 2,40,000.00/-** and the break- up details are set out in “**Schedule A**” hereto.

3.2 **Security Deposit:** This is equivalent to one (1) month of net pay of your Compensation (as mentioned in the Schedule A) and shall be kept as a deposit with the Company. The amount shall be deducted in installments from your salary for agreed installment 12.00 months, and will be locked for 12 months. The amount so deducted as security deposit shall be returned back to the employee after the completion of the lock-in period i.e. 12 months’ tenure with the Company and shall be credited at the time of employee separation (where the employee is leaving the Company with proper resignation and serving the notice period) with Full and Final Settlement.

3.3 The security deposit so deducted shall be forfeited by the company if the employee has committed any material breach of this agreement including but not limited to breach in relation to clause 13, clause 14, clause 15 and cause 16 and / or caused any loss to the Company, or not serving the notice period as required by the Contract of Employment.

3.4 In case the employee leaves before completion of 12.00 months, the organization shall recover the amount (equivalent to one-month salary) from Full and Final Settlement.

4. PROBATION

4.1. You will be on probation for a period of six (6) months from the day you commence employment with the Company. During this period, there will be on-going reviews of your work, adaptability, acceptability and demeanor. Based upon such reviews, your probation period could either be reduced or extended at the sole discretion of the Company.

4.2. On satisfactory completion of your probation, based on your positive contribution to the organization and your performance, your employment with the Company will be confirmed.

5. PLACE OF POSTING, TRANSFER & SECONDMENT

Initially, you will work from Jaipur (DCM) office, India. However, you could be transferred to another location or seconded to any other entity based upon the Company's requirements. At such time, you will be notified of terms specific to such transfer and/or secondment, including those relating to compensation.

6. HOURS OF WORK

The normal working days are Monday through Saturday. You will be required to work for such period of time as is necessary for the proper discharge of your duties to the Company. The normal working hours are from 9:30 am to 6:00 pm. However, the working hours differs as per the nature of work and departmental shifts.

7. LEAVE / HOLIDAYS

You are entitled to a Leave/ Holidays as guided by the law per financial year. The leave grant will be depending upon the exigencies of work and shall be at the discretion of the management. A seven (7) days' advance notification is mandatory prior to the occasion and leaves will be deemed granted only upon the approval of the Reporting Manager. All leave must be pre-approved by your manager.

8. NATURE OF DUTIES

You shall perform, to the best of your ability, all the duties as are inherent in your posting and such additional duties as the Company may call upon you to perform, from time to time.

9. FULL TIME COMMITMENT

During your employment with the Company you shall devote your whole time, attention and skill to further the Company's interests. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior written permission of the Company.

10. COMPANY PROPERTY

10.1 You shall always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.

10.2 You shall be responsible for all such items or property and shall immediately report loss of property, if any, in your possession to the local police authorities, as well as to the Company for lodging a claim with the insurance company. Failure to do so will automatically entitle the company to recover such amounts from your dues.

11. BORROWINGS / ACCEPTING GIFTS

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person / client with whom you may be having official dealings.

12. TERMINATION / RESIGNATION

12.1 Your appointment can be terminated by the Company, without any reason, by giving you the following notice: (a) if you have worked three months or less, no notice required; (b) if you have worked more than three months, but less than one year, fourteen (14) days' notice or salary in lieu thereof; and (c) if you have worked for one year or more, thirty (30) days' notice or salary in lieu thereof. For the purposes of this clause, salary shall mean basic salary.

12.2 If you wish to resign your employment with the Company, without any cause, by giving no less than Two (2) months prior notice if you have already been confirmed or salary in lieu thereof will be recovered and one (1) week's prior notice during your probation period or salary in lieu thereof will be recovered.

12.3 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty

of misconduct or negligence, if you have been absent from work without notice to the Company or without sufficient reason for five (5) days or more, or have committed any material breach of this agreement including but not limited to breach in relation to clause 13, clause 14, clause 15 and clause 16 and / or caused any loss to the Company. In addition to the right to terminate your employment, the Company shall also be entitled to injunctive relief against you. You shall further be liable to the Company for all damages, costs, including court costs and reasonable attorney fees incurred by Company.

12.4 On the termination of your employment for whatever reason, you will return to the Company all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, customer lists, drawings, blueprints, letters, notes, data, computer programs, reports, manuals, correspondence and the like; and Confidential Information (as defined below), in your possession or under your control relating to your employment or to clients' business affairs.

13. CONFIDENTIAL INFORMATION

13.1 "Confidential Information" means information about the Company's (its affiliates' and business partners') business and that of their customers which is not available to the general public and which may be learnt by you in the course of, or in relation to, your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

13.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the discloser which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the discloser of such information.

13.3 You shall not use Confidential Information for purposes other than the reason for which it was disclosed to you.

13.4 At no time, will you remove any Confidential Information from the office Without prior permission.

13.5 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of your employment with the Company.

13.6 Breach of the conditions of this Clause 14 will render you liable to summary dismissal in addition to any other remedy the Company may have against you in law.

14. PROPRIETARY RIGHTS ASSIGNMENT

All rights, title and interest in any intellectual property arising out of or in connection with your employment, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights pertaining to your employment, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company. You hereby, without further consideration, perpetually transfer, assign and convey all right, title and interest to such property (including, but not limited to, any moral rights) worldwide that you may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment. At the Company's request, you shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or its designates) ownership in intellectual property rights hereunder.

15. SECURITY

15.1 If it is necessary for you to have access (either on-site or remotely) to and use any of the Company's computer systems and networks, you shall limit such access and use it solely for the purpose of performing your duties and shall not access or attempt to access any computer systems, networks, files, software or services other than those required for performance of your duties.

15.2 You shall strictly follow all the Company's security rules and procedures for restricting access to the Company's computer systems.

15.3 All use identification numbers and passwords disclosed to you and any information obtained by you as a result of your access to and use of the Company's computer systems and networks shall be deemed to be, and treated as, the Confidential Information under this Agreement.

15.4 You shall cooperate in the investigation of any apparent unauthorized access to any of the Company's computer system and/or networks.

16. NON-SOLICITATION

During the course of the employment with the Company and for a period of two (2) year thereafter, you shall not (other than in relation to your employment with the Company and for the benefit of the Company);

- (a) directly or indirectly solicit the business of any customer who has traded or dealt with the Company regardless of the location of such customer with respect to any technologies, services, products, trade secret or any other matter in which the Company is active;
- (b) directly or indirectly solicit employment with any direct or indirect customer to whom you have provided services on behalf of the Company;
- (c) directly or indirectly induce any other employee, employees and/or consultants of the Company to leave their employment / engagement with the Company in order to accept association of any kind with any other individual, firm, partnership or corporation.

17. APPLICABILITY OF COMPANY POLICY

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, employees' benefits, working hours, transfer policies and may alter the same from time to time, at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent. In addition to the above condition mentioned here, you will also be required to abide by the Company's HR Policies, Circulars and notices available on the EIP Portal, the Code of Conduct, relevant staff dealing rules and other policies implemented by the Company from time to time.

18. OTHER AGREEMENTS

As and when required by the Company's clients or other interests, the Company may be obligated to procure you (as its employee) to sign certain agreements relating to confidentiality, intellectually property, non-disclosure and other restrictions. You agree to sign such agreements in the best interests of the Company.

19. SEVERABILITY

If for any reason, any part of this Agreement is held invalid by a court of law or any other dispute resolution mechanism, this Agreement shall be interpreted as broadly as possible to give effect to the rest of the Agreement (including the invalid part, to the extent possible to achieve the legally achievable objective in the language of the Agreement).

20. GOVERNING LAW AND ARBITRATION

Your agreement with the Company is subject to the laws of India under the jurisdiction of Udaipur Court of Law. Any dispute, claim or controversy arising out of or in relation to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by an Arbitral Tribunal which shall comprise of a sole arbitrator as appointed at the sole discretion of **Cognus Technology** and jurisdiction will be at our registered office situated in Udaipur. The arbitral proceedings shall be governed by the substantive law of India. The arbitral proceedings shall be administered by the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the language of arbitration proceedings shall be English. The decision of the Arbitral Tribunal shall be legally binding on both the parties. "Arbitral Tribunal" means a sole arbitrator as appointed at the sole discretion of **Cognus Technology**.

21. ACCEPTANCE OF OUR OFFER

Please confirm your acceptance to this Letter of Appointment and Contract of Employment by signing it and providing your acceptance to it. The Signed copy signifies that you have read the contract fully and hereby agrees to all the terms & conditions mentioned therein and shall not carry any act which may harm the Company's image in any way.

Yours Sincerely,

For **Cognus Technology**

A handwritten signature in blue ink is written over a blue circular stamp. The stamp contains the text "COGNUS TECHNOLOGY" around the perimeter and a small star at the bottom.

Authorized Signatory

I acknowledge receiving a copy of Appointment Letter and after having read and understood and comprehended the contents and implications therein, I am satisfied and agree to abide by them.

ANJALI

Sign: _____

Date: _____

Schedule A

Compensation break-up for "C121090 - ANJALI"

CTC	2,40,000.00
Gross Benefit Amount	19,370.00
Other Benefits	0
Contribution Amount	630.00
Recurring Deduction Amount	146.00
Net Take Home Before Tax	19,224.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	15,100.00	1,81,200.00
HRA	Fixed	4,270.00	51,240.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	0.00	0.00
Employer ESIC	630.00	7,560.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	0.00	0.00
Employee ESIC	Fixed	34.00	408.00

The variants are as per Company policies.

Statutory deductions are compulsory.

Applicability/ availability of the allowances may vary according to location and / or company policy.

Company may provide facilities in lieu of these allowances.

As per company policies and criteria, variable pay, Policies, Benefits and Attractions are subjected to change.

Voluntary Work Incentive are subject to the work done voluntarily.

ESIC & PF Coverage is applicable as per govt. rules.

Security deposit: 500.00*12.00 months = Rs. 6,000.00

This will be credited in full and final settlement and will be eligible after 12 months.



Company Name: Cognus Technology

Accepted & acknowledged by

Employee Name: ANJALI

Communication Address: 163/111 pratap nagar, sector-16, sanganer, pratap nagar sector, 11, jaipur, rajasthan, 302033

Mobile Number: 8890389255

OFFER LETTER

Eshan Chaturvedi
D-28 L-3 vinoba nagar
Bilaspur Chhattisgarh 495001

Sub: Offer of Employment with Commvault Systems (India) Pvt. Ltd.

Commvault is excited to make you a Full Time Employment offer as **Associate Engineer**. Based on our discussion with you and subsequent interview(s), we are of the opinion that your professional skills would significantly enhance our ability to contribute and attain the ambitious goals we have set for Commvault Systems (India) Pvt. Ltd ('the Company').

We are equally confident that you will find us as a Company able to offer challenges and responsibilities you will cherish, along with a work environment that will value your contribution.

From **04 July 2022** you will be required to primarily work at our **Bangalore** office or at such other location as approved and required by the Company and shall report to your reporting manager **Joe Sabu Job** of the **Development** team of the Company.

Your initial employment status with the Company will be probationary for a period of Six (6) months from the Effective Date. Your employment status will remain probationary until you are confirmed to have achieved regular employment status with the Company, automatically after completion of the probationary period, unless otherwise notified to you in writing by the Company. During the probationary period, your performance and work behavior will be thoroughly assessed and evaluated by management and based on such assessment, your probationary period may be or extended, which shall be informed to you. During your probationary period, either party shall have the right to terminate your employment with the Company by giving the other party fifteen (15) days prior notice in writing. The Company may alternatively be entitled to pay the Employee salary in lieu of such notice.

GROSS SALARY

Your gross base pay will be **INR 13,75,000 (Rupees Thirteen Lakh Seventy-Five Thousand Only)** per annum less requisite payroll deductions as per the applicable tax laws and all required withholdings. You will be paid salary on a monthly basis, with paydays occurring monthly, on the last business day of each calendar month. Your detailed compensation structure would be as indicated in the enclosed Annexure - B.

JOINING BONUS

You will be eligible for receiving a Joining bonus amount of **INR 1,50,000 (Rupees One Lakh Fifty Thousand Only)**, which will be paid on completion of **6 months**. In the event that the Employee's employment is terminated for cause, or the Employee voluntarily resigns within or upon completion of 1 (one) year from the date of payment of the respective Joining Bonus, the Employee shall be obligated to immediately repay to the Company any portion of the Joining Bonus paid.

A handwritten signature in blue ink that reads "Eshan".A handwritten signature in blue ink that reads "Joe Sabu Job".

EQUITY GRANT

As additional incentive for you to join Commvault Systems you will be receiving Commvault Systems Common Stocks value of approximate **USD 19,179**. These RSUs will be issued to you in the following month after you have joined Commvault. [This grant becomes vested over a three-year period at the rate of 33.3% per year]. Additionally, the grant will be subject to the provisions of the company's Long-Term Incentive Plan and evidenced by an RSU agreement in customary form.

RELOCATION ALLOWANCE

You are entitled for an allowance maximum up to **INR 75,000** to meet the following expenses.

- Transportation expenses incurred in moving personal belongings from place of residence (within India) to **Bangalore**.
- Travelling expenses incurred for you & one of your immediate family members from your current location to **Bangalore**.

Notes:

- The allowance will be paid only post you move to the specified work location. You are requested to inform HRBP over email once you relocate.
- If an employee were to leave Commvault Systems within one year from the date of payment, then the allowance paid under the relocation package will be recovered on full basis.
- The above relocation package is subject to prevailing provisions of the Indian Income Tax Act.

JOINING DOCUMENTS

Please note that this offer is contingent upon satisfactory review of your reference/ background checks and the certification of any relevant academic and professional credentials. As a condition of your employment, you will also be required to sign and comply with a Proprietary Information, Invention, Non-Solicitation and Non-Disclosure Agreement.

We await your decision and look forward to you officially joining the Commvault Systems team on **04 July 2022**. Please be advised that this offer is valid for a period of 3 (three) business days, after which time, unless we agree in writing to an extension, the offer letter will become null and void. You may accept this offer by signing the endorsement below. Please courier/handover/scan/fax/email the photocopy of this offer letter to the undersigned so as to reach by the end of business on **02 July 2022**.

If you have any questions or need further information, please feel free to write to HRServices@commvault.com

Sincerely,
For COMMVault SYSTEMS (INDIA) PVT LTD

A handwritten signature in blue ink, appearing to be "Eshwar".A handwritten signature in blue ink, appearing to be "Eshwar".



I accept your offer of employment and understand that this offer letter and its enclosed copies do not create a contract until issue and execution of a valid Appointment letter, which will be deemed as my formal employment contract, in respect of my employment with Commvault Systems (India) Pvt. Ltd.

Eshan

Signature

BVMPC0329J

Permanent Account Number

04-07-2022

Start Date

[Handwritten mark]

ANNEXURE – A BENEFITS

Group Medical Insurance:

- 5 Lakhs Coverage for Self and dependents
- Dependents –Spouse/Common law partner, Two Kids, Parents/Parents-in-law

Optional Top-up Insurance

- Commvault assisted but self-sponsored benefit
- Top up option of 2 lakhs or 4 lakhs are available

Personal accident cover and Term life cover:

- 2 times of Base pay subject to Minimum of Rs. 20 Lakhs whichever is higher

Annual Health Check-up:

Free Annual Health Check-Up for employees, provided through a pan-India agreement with Apollo Clinic. Employees need to carry company's authorization letter and Commvault ID card to qualify. The check-up is available anytime from January to December each year by making a prior appointment at the available Apollo clinics.

Doctor On Call:

As part of wellness initiative, a Teleconsultation program available for you and your family members. Under the Commvault sponsored program, you or family members can connect with specialist doctors (like Cardiology, Pediatric, Physiotherapy, Gynecology, General physician, Homeopathy, Ayurveda etc.) through video, audio call or through chat and avail eight (8) free consultations per month. The services will be available 24/7.

Employee Assistance Program (EAP):

It is a voluntary and completely confidential service provided to employees and their eligible family members to help meet the challenges of life. An EAP is a valuable resource that can help identify and resolve many workplaces, family, social, economic, and mental health concerns. While we were one of the earliest to provide this service many decades ago, today you'll find that EAP is a standard offering for many companies. Our EAP can have a positive impact on the work environment and the well-being of Commvault employees and families.

Leave Policy: January to December

- **Paid Holidays:** 10 paid holidays per year
- **Earned Leaves (EL):** 22 days of earned leaves per year
- **Medical Leave:** 8 days of medical leave
- **Maternity Leave:** 26 weeks of maternity leave, subject to applicable laws. All women employees who are regular, full-time employees with the company can avail maternity leaves and related leaves as per applicable law.
- **Paternity Leave:** 5 days leave for paternity
- **Bereavement Leave:** In case of any bereavement in the immediate family, the employee may take 3 days leave for bereavement.

Eshan

[Signature]

**Internet Re-imbursement**

Employees could claim reimbursement of expenses incurred towards Internet Connection charges up to a limit of INR 1,250 (Rupees One Thousand Two Hundred and Fifty Only) per calendar month based on (a) submission of original bills; and (b) the internet bill submitted to be in the employee's name.

Tuition Reimbursement:

Through our Tuition Reimbursement program, Commvault reimburses Vaulters for the total cost of an approved degree program or coursework (up to INR 75,000 per year). An employee becomes eligible to this policy once they complete one year with the organization.

Employee Stock Purchase Plan (ESPP):

This plan is an employer sponsored program that permits participating employees to purchase Commvault stock, twice a year, at a 15% discount price from market value, through payroll deductions.

Car Lease:

The Car Lease Policy is introduced with the objective to provide employee with a Leased Car for official and reasonable personal use. The Car Lease Policy is available to:

- All Employees who have industry work experience of a minimum of three (3) years.
- New Employees who would like to carry forward their existing Leased Car from their previous employer.

Corporate Library Services:

An online access to array of books available through our vendor partner. Employee can choose to get a book delivered to their doorstep or read e-books from the options available.

*The Company reserves, in its sole judgment, the right to modify or alter the benefits from time to time, as it deems necessary and such modifications to the benefits shall be notified to the employees.

Eshwar

[Signature]

ANNEXURE B SALARY BREAKUP

Name		Eshan Chaturvedi	
Designation		Associate Engineer	
SALARY COMPONENTS		ANNUAL (INR)	DESCRIPTION
Fixed	Basic Pay	6,87,500	50% of Base Pay, Basic salary is used to calculate HRA, NPS, PF & Gratuity
	House Rent Allowance (HRA)	2,75,000	40% of Basic Pay
	NPS Allowance	34,375	5% of Basic Pay, option is available to contribute towards NPS fund or paid as taxable allowance every month
	Special Allowance	2,47,425	Balance of Base Pay is paid as Special Allowance
	Meal Voucher	13,200	1,100 per month gets credited to Sodexo meal pass
	Employer Contribution towards PF	82,500	12% of Basic Pay, An equivalent amount will be deducted on monthly basis as Employee's contribution as per the prevailing act
	Leave Travel Allowance	35,000	Two options available : Paid monthly as taxable allowance or can be declared to claim as LTA reimbursement for tax benefit**
Total Base Pay		13,75,000	
Benefits	Insurance Premium	35,552	Company paid benefit: Premium towards Group Medical, Personal Accident and Life Term Insurance
	Gratuity	33,053	4.8% of Basic Pay, as per Gratuity Payment Act
	Internet Reimbursement	15,000	Maximum limit per annum(April to March) against submission of internet bills in employee's name only
Total Benefits		83,605	
TOTAL ANNUAL COMPENSATION		14,58,605	
One-Time Pay - outs	Joining Bonus	1,50,000	Refer Joining bonus terms in the letter
	Relocation Allowance	75,000	Refer Relocation allowance clause in the letter
Equity Grant	Restricted Stock Units (RSU) USD	19,179	Refer Equity grant clause in the letter

(Rupees Fourteen Lakh Fifty Eight Thousand Six Hundred Five Only)

Eshan

[Signature]

**CORIZO**

Empowering Tomorrow's Leaders

Employment Agreement

3rd April 2021

This agreement is between Paritosh Bansal, herein referred to as the "employee" and Corizo Edutech, herein referred to as the "company" and to be signed upon completion of the employee's probationary period.

We take this opportunity in wishing you the very best in your new employment as well as advising you on the following clauses that govern your employment:

1. Period of Service: The minimum period of service is **three (3) months** from the date of enforcement of this offer letter. The employee may **choose to extend their employment** via communication verbally as well as via written communication to their reporting HR personnel for an additional period as per their wishes. **The minimum period of service is not negotiable.**

2. Designation : You shall be employed as a **Business Development Associate.**

3. Remuneration: You shall be eligible for a remuneration upto **INR 4,00,000 CTC** per 12 months of service plus an additional amount of **INR 2,50,000 CTC** as per company policies in the form of incentives and bonus.

4. Deductions : The remuneration for any calendar month shall be subject to deduction under the following conditions:

- Unexcused leaves (without prior notice and/or no notice whatsoever)
- Leaves exceeding the prescribed number of leaves for a calendar year.
- Destruction of company property.
- Loss and/or theft of company data which includes but is not limited to leads, raw data, information of clients/prospects and so on.
- Misappropriation of company resources.
- Failing to meet minimum monthly targets.

5. Roles and Responsibilities:

- Identify and develop strategic relationships with potential customers.
- Develop a strong pipeline of new customers through direct or indirect customer contact and prospecting.
- Ongoing monitoring and analysis of pipeline to review performance & optimize accordingly to ensure objectives are met.
- Maintaining strong follow ups and regular feedback calls.



- Creating lead engagement plans and strategies.
- Efficient and effective lead utilization with consistent follow-ups, low turn-around-time (TAT) and increased connectivity with multiple attempts.
- Updating and creating tailored proposals and negotiate to close deals.
- Building cross discipline relationships in the organization, partnering closely with the growth and marketing team, providing feedback and insights to optimize results.

6. Intellectual Property Rights: Any and all **research, development or improvement on existing procedure or product shall the intellectual property rights of Corizo Edutech** and the employee shall hold no rights to lay claim to or raise any dispute for the same. Any **personal resources or patents implemented** by the employee during his tenure shall be at the **discretion of the employee alone** and the company hold no rights to persuade the employee otherwise.

7. Non-disclosure agreement: The employee shall under no circumstances disclose the **workings, data or information of the company** to any third party. All data, information which includes but is not limited to **information pertaining to employees, clients, collaborated companies, etc.** is the sole property of Corizo Edutech and any employee found in breach of this agreement will be subject to **punitive action which includes but is not limited to deductions, suspension and termination** depending on the severity of the breach.

8. Non- disclosure agreement (2): The employee shall under no circumstance **disclose information or discrepancies pertaining to their salary, incentives, promotions and disputes to any other employee under any circumstance.** Should any breach of this agreement come to light, the employee will be subject to **disciplinary action which includes but is not limited to suspension, deductions and termination** based on the severity of the breach.

9. Non-compete agreement: The employee shall not enlist his/her services for another "Educational" company or institution for a duration of **three (3) months** after their period of service at Corizo Edutech. "Educational" companies or institutions refer to any and all organizations that provide training or education as a service, irrespective or mode of service



CORIZO

Empowering Tomorrow's Leaders

provided. Any employee found to violate this agreement shall be subject to punitive actions.

10. Leaves : The employee is entitled to a **total of 15 paid leaves for 12 months of service apart from regularly scheduled weekly leaves**. The leave shall be divided into two categories as follows:

- 8 casual leaves (with 24 hours notice and not more than 2 per month)
- 7 sick leaves (with supporting documents)
- Additional leaves will be marked as unexcused leaves and will result in loss of pay.

In the case of unavoidable situations such as severe illness, death in the family, etc., the appropriate decision shall be made based on available information and upon discussion with the employee.

11. Working hours: The daily login time for all employees will be **11:00 AM**, a buffer period of 15 mins will be provided in the case of unavoidable circumstances. Any employee reporting after **11:15 AM shall be marked as LOP for half a working day with no exceptions**. Daily break timings are as follows:

- 2:00 PM to 3:00 PM - Lunch Break
- 5:45 to 6:00 PM - Tea Break

Logout time for employees shall be 8PM with the exception of meetings, celebrations and gross negligence of duties.

12. Promotions: In the case of any promotions, the employee shall serve **one month in an "acting" capacity** where he/she shall receive training, his/her performance shall be observed and **final decisions shall be made only upon completion of this period and based on the performance of the employee**. There will be **no change in remuneration** for the duration of this "acting" period.

13. Termination: The company holds the right to **terminate the services of any employee at any point in time**. The employee will be provided with a **notice of 2 days** to complete all hand-over procedures and return company property which includes but is not limited to company property, devices, information, data, ID cards and anything else that may have been issued to the employee during his/her period of service.

14. Resignation: Should the employee wish to end his/her service with the company, they shall be required to inform their reporting HR personnel via **verbal and written communication in the form of a mail**. The employee is mandated to serve a **notice period of 30 days**, followed by an "exit interview", from the date of submission of their letter of resignation. Failing to serve the notice period will result in **forfeiture of any due remuneration and issue of pay slips**. The notice period is non-negotiable.

By accepting this offer letter you agree to abide by all the aforementioned terms and conditions. You also agree to keep all terms of this agreement confidential to any third party or other employees **under clause 7 & 8**. In addition, you agree to maintain and uphold basic social contracts which do not fall under the jurisdiction of this agreement but upon the character of the employee and strive towards an ideal work environment.

This agreement sets forth the complete offer we are extending to you and supersedes and replaces any prior inconsistent statements or discussions. **Official communication either within the company or outside the company pertaining to this agreement should be through the Human Resource department only.**

To indicate your acceptance, please sign the agreement **within 48 hours of receiving the agreement**. The offer shall stand automatically withdrawn without further action on the part of **Corizo Edutech** if we do not receive your acceptance as per the mentioned timeline.

Acceptance of the candidate:

I have read and understood the above terms and conditions and I accept this offer, as set forth above with Corizo Edutech, and will report on **03/04/2022**.

NAME: **PARITOSH BANSAL**

DATE: 03/04/2022

NAME: Hemant Ingle

DATE: 03/04/2022



(Candidate's Signature)

(Company Representative)

CreativeCrest Media Solutions

Flat No. 302, Shree Shyam Residency, Jeevan Vihar, Gaj Singhpura, Gopalpura
Bypass, Mansarovar, Jaipur-302020
Branch Office Address - Plot No. 37 A, 3rd Floor, Uday Nagar, Nirman Nagar,
Near Rama Hospital, Jaipur-302019

creativecrest75@gmail.com 9928884481, 8696536441, 0141-3154825

Reg. No.: Udyam-RJ-17-0172854

To

Ms. Aishwarya Suresh

D-502 Rose Residency Apartments,
Ramnagariya, Jagatpura,
Jaipur.

Date: July 25th 2022

Sub: Appointment Letter as a Reporter in EarthConnect

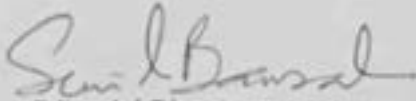
Dear Aishwarya,

We are happy to inform you that you have been selected for appointment as a Reporter in EarthConnect based on your performance in written test and interview.

You are requested to take this as appointment letter and also you are required to join in the CreativeCrest Media Solutions office on August 1st, 2022 for completing appointment formalities.

As per discussions and our agreement, you would be entitled to a monthly salary of Rs 15,000 initially.

Wishing you all the best.



Editorial Director,

For CreativeCrest Media Solutions

EarthConnect

Proprietor

CreativeCrest Media Solutions

Flat No. 302, Shree Shyam Residency, Jeevan Vihar, Gaj Singhpura, Gopalpura
Bypass, Mansarovar, Jaipur-302020
Branch Office Address - Plot No. 37 A, 3rd Floor, Uday Nagar, Nirman Nagar,
Near Rama Hospital, Jaipur-302019

✉ creativecrest75@gmail.com ☎ 9928884481, 8696536441, 0141-3154825

Reg. No.: Udyam-RJ-17-0172854

To

Ms. Sanjana Pincha
D-502 Rose Residency Apartments,
Ramnagariya, Jagatpura,
Jaipur.

Date: July 25th 2022

Sub: Appointment Letter as a Reporter in EarthConnect

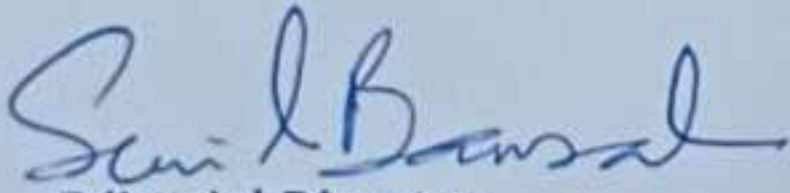
Dear Sanjana,

We are happy to inform you that you have been selected for appointment as a Reporter in EarthConnect based on your performance in written test and interview.

You are requested to take this as appointment letter and also you are required to join in the CreativeCrest Media Solutions office on August 1st, 2022 for completing appointment formalities.

As per discussions and our agreement, you would be entitled to a monthly salary of Rs 15,000 initially.

Wishing you all the best.



Editorial Director,

For CreativeCrest Media Solutions

EarthConnect

Proprietor

Dear **Aanubhav Shahi**,

We are pleased to confirm your employment with CricTracker Pvt Ltd in the capacity of a full-time **Content Writer**. You will be a part of the team and the tentative date for start of your employment is **19th of January 2022**.

You will be under probation for the first Six months, with a salary of Rs. **20,200/-** per month which is subject to deductions of Professional Tax. At the end of the probation period, following your permanent employment term will begin automatically.

The salary will be revised once you start working from the office.

It is understood and accepted that the employment relationship we have agreed to is an at-will relationship and you will be expected to maintain it with the best possible values and ethics.

If you agree to this letter set forth our understanding, please sign the enclosed copy and return for our files.

We look forward to your joining CricTracker.



Syed Sujjad Pasha

CEO & Founder

Agreed and Accepted:

Employee

Date:



Letter of Appointment

Anshul Jain S/o Harish Jain

36 Shiv Colony opposite cloth factory tijara road,
Alwar, Rajasthan - 301001

Date: 07 March 2022

Congratulations. We are pleased to offer you an appointment in our organization for the role of **Associate Software Developer**. Your internship/training will be effective from **07 March 2022** and your appointment with us as an **Associate Software Developer** will be effective from your projected joining date i.e. **September 01, 2022**.

Following successful completion of your training, you will be "Probationer" for an initial period of six months and your transition from trainee to probationer will be based on your conversion at the end of the training.

You are required to agree to the special terms and conditions as described in Annexure-A. Your employment with us will be governed by the Terms & Conditions as detailed in Annexure-B.

Your offer has been made based on information furnished by you. However, if there is a discrepancy in the copies of documents or certificates given by you as a proof of above, we retain the right to review our offer of employment.

Employment as per this offer is subject to you being medically fit.

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,

Signature:

Sonali Sharma
HR Head

Name:
Date:

Annexure – A

1. The company will provide you with extensive training during the first six months of your employment with us and expects you to return the investment made in this training in the form of personal value addition to the company. The training materials provided to you are the property of the company and confidential information. Carrying the materials outside the company or disclosing them to anyone other than employees of the company is a breach of trust and will result in immediate termination of employment without notice and strict legal actions, if required.
2. Considering that the company will be making a substantial investment into your training, it shall be compulsory for you to serve the company for 24(Twenty Four) months from the date of joining as an Associate Software Developer excluding any long term leaves defined in the leave policy of Cyntexa. In case you decide to leave the company while serving as an Associate Software Developer before 24 months after your joining date or while you are on the training, the following shall apply as is the case: -
 - a. The Company shall be entitled to recover a sum of Rs. 2,70,000/- (Rupees Two Lakh Seventy Thousand only) inclusive of taxes. You need to provide cheques entitled to Cyntexa Labs Private Limited for the sum of Rs. 2,70,000/- on the day of joining which Cyntexa will encash in the scenario where you forfeit the signed agreement.
 - b. You will be required to give at least three months' prior notice of resignation to Cyntexa. If you fail to serve the notice period then you will be liable to pay the notice pay to Cyntexa as damage which will be equivalent to the salary of the 3 months of the Notice period. In any case mentioned above, Cyntexa will not be bound to provide you the experience letter, acceptance of resignation, relieving letter, or any such document to confirm your employment with Cyntexa. If you take leaves in Notice Period then your notice period gets extended by the days of absence that you have taken during your notice period.
3. Spreading rumors, soliciting employees of the company for outside employment or coercing co-workers to leave Cyntexa or its sister concerns or partners is strictly prohibited and frowned upon. Such actions will result in immediate termination of employment without notice and forfeiture of your holding amount.
4. Your appointment will be effective from the date this appointment letter is raised to you. To confirm your acceptance of this appointment, you are required to send the signed copy of this appointment letter as a reply to the email with which you received this appointment letter. If you do not confirm your acceptance of this appointment letter on the day when it is raised to you then this appointment letter will be considered revoked.

Please indicate your understanding and acceptance of the above terms and conditions by signing in the space provided below.

Signature:

Name:

Date:

Annexure – B

1. **Joining Formalities:** You understand that this appointment letter will become effective from the day this appointment letter is raised to you, and you will need to submit the following documents (self attested) on the day you are accepting the appointment letter:
 - Permanent residence proof and proof of your current residence address. (Electricity Bill or Aadhar Card or Passport)
 - Relieving Letter from the previous employer (if applicable)
 - Experience Certificate from the previous employer (if applicable)
 - Last two months' salary slips from the previous employer (if applicable)
 - Self-attested photocopies of academic certificates in X, XII, Graduation, and Post-Graduation (if applicable)
 - UAN Number for Provident Fund Scheme (if applicable)
 - One Self-attested Government Issued ID Proof (Aadhar Card or Passport)
 - PAN Card
2. **Personal Particulars:** You will keep us informed of any change in your residential address, your family status or any other relevant particulars.
3. **Nature of Work:** You will work at a high standard of initiative, creativeness, efficiency, and economy in the organization. The nature of work and responsibilities will be assigned and explained to you by your senior from time to time.
4. **Working Hours:** We at Cyntexa value the efforts applied by an individual in his/her work rather than the hours given by him/her. At Cyntexa, we have no fixed time & out time for the individuals working with us. One can come at 1 pm in the afternoon or leave by 5 p.m.

All that we care about is you completing/fulfilling the tasks and responsibilities that are being assigned to you without any compromise.

Cyntexa believes in providing the freedom of working at any time irrespective of the working hours and thus, we expect the individuals to be responsible for the roles assigned to them and believe them to be available whenever their project/client demands their availability for any type of communication (client calls, internal discussions, project deliveries) or task irrespective of the time and working hours.

Working Days: Cyntexa has 5 workdays per week counting from Monday till Friday. Considering the fact that you will complete your assigned tasks in these 5 days but if in case you are not able to deliver the work according to the timelines or the delivery date of the project that you are working on is near then we may ask you to complete your pending work on weekends as well. So please make sure you complete your work in the defined timeline only.

But in the training duration(if applicable), there will be 6 working days per week counting from Monday till Saturday.

Also, if you are a part of the HR/Evaluation team or helping in any type of activity related to recruitment then you might have to work on some weekends as all of these activities happen and can happen on weekends only.

Whenever required we may ask you to make yourself available for these activities on weekends and you have to make yourself available for it as we all are part of Cyntexa and helping Cyntexa to grow at the required pace will definitely reflect in our individual growth as well.

5. **Assignment, Transfer, and Deputation:** Though you have been engaged to a specific position, the company reserves the right to send you on deputation/transfer/assignment to any of the company's branch offices in India or abroad, whether existing at the time of your appointment or to be set up in the future. After acceptance of the appointment letter by the employee, the organization may assign and provide assets to the employee such as laptop & mobile.
6. **Training:** You will hold yourself in readiness for any training at any place whenever required. Such training would be imparted to you at the company's expense. Kindly note that refusal to participate in a training programme without any extraneous circumstances would lead to automatic termination of your employment. Also, failure in performing in the training will also lead to automatic termination and the company will not be liable to pay you the training stipend. Training may get extended according to your performance, or any unforeseen pandemic or your unavailability during the training duration.
You will have to come to office if you are required to work from office and in case if you disagree then you can put in the resignation with immediate effect.
On Satisfactory completion of your training or any extension thereof you will be confirmed in the services of Cyntexa in writing. Unless & until you receive a letter of confirmation, you will be deemed to be on training.
7. **Non-Infringement, Non-Compete, Non-Solicit and Non-Interface:**
 - a. **Intellectual Property Right:** If during the period of your employment with us you achieve any invention, process improvement, operational improvement, or another process/method likely to result in more efficient operation of any of the activities of the company, the company shall be entitled to use, utilize and exploit such improvement and you shall assign all rights thereof to the company for the purpose of seeking any patent rights or for any other purpose. The company shall have the sole ownership rights of all the intellectual property rights that you may create during the tenure of association with the company including but not limited to the creative concept that you may develop during your association with the company.
 - b. Employee shall not during the term of his/her employment for any reason, anywhere in the world (i) directly or indirectly work for Employee's own account or as an employee of any third party company, a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market), (ii) solicit Cyntexa's business or its sister concerns or partners from any of its present or future customers (other than on behalf of Cyntexa); (iii) or otherwise interfere with any business relationship of Cyntexa.
 - c. Employee agrees not to accept any offer of employment from any of the Cyntexa's Customer with which Employee has had any contact during the term of employment, and wherever that client is located, for a period of twelve (12) months after Employee ceases to be employed by Cyntexa except with the Cyntexa's written permission.
8. **Secrecy/Confidentiality:**
 - a. During your employment with the Company, you will devote your whole time, attention and skill to the best of your ability for its business. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part-time or pursue any course of study whatsoever, without the prior permission of the Company.
 - b. You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the company or any of its sister concerns which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Company. For the purposes of this clause

'Confidential Information' means information about the Company's business or its Sisters Concerns or Partners and that of its customers which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the Company's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

- c. At no time, will you remove any Confidential Information from the office without permission.
- d. Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Cyntexa or its Sisters Concerns or Partners.
- e. Breach of the conditions of this clause will render you liable to summary dismissal under clause above in addition to any other remedy the Company may have against you in law.
- f. You could be given access to the Company's social media pages such as Instagram, Facebook, YouTube, Snapchat, etc. Access to Cyntexa & Salesforce Hulk website content & code. Also, access to Accounts of the Company could be provided to you. In any case, you were found that you misused the access or gave access to anyone else or even attempted to provide someone else the access of the same without the consent of the employer, in any such situation the employer has the right to terminate your employment with no prior notice and take appropriate legal action against you.
- g. All the communications and comments that are made by you on any official email of the Company as Company official or on any social media channel post or message as Company official, you are solely responsible for that comment or communication.

9. Restrain:

- a. Access to Information: Information is available on a need to know the basis for specific groups and the network file server of the company is segregated to allow individual sectors information access for projects and units. Access to this is authorized through access privileges approved by unit mentors or project mentors.
- b. Restriction on Personal Use: Use of company resources for personal use is strictly restricted. This includes usage of computer resources, information, internet service, and using company assigned laptop or company assigned mobile for any personal use.

10. Background Check: I understand that the Company may on its own or through an external agency perform background checks on me and I have no objection to the same. The background check may involve obtaining feedback from the References provided by me.

11. Employee relationships in the workplace policy: We don't want to place undue restrictions on employees dating each other, as everyone should be free to choose their partners. But, we want to make sure that relationships won't cause awkwardness or problems in our workplace. make sure to:

- a. Keep your personal issues and discussions out of the workplace.
- b. Be productive and focused as always. If you find that your work is affected by dating a colleague, seek counseling from your manager, HR or specialized employee (e.g. company psychologist).

Examples of unacceptable behavior are:

- Arguing in the workplace.
- Kissing or touching inappropriately in office premises and in front of colleagues or clients
- Exchanging an excessive number of instant messages or calls during working hours
- Boasting about or discussing your relationship in your colleagues' presence
- Employees who exhibit unacceptable behavior will face consequences.

12. **Leave:** To ensure leave policies on a consistent basis, Cyntexa establishes certain guidelines and rules that govern the process, timeframes, and reporting procedure for leave of absence.

Paid Leaves Available

At Cyntexa, we provide paid leaves to enable the individual to have the necessary rest and recuperation of energy, to spend quality time with his/her family, and for some emergencies.

In order to simplify the procedures, the paid leaves are divided into 6 major categories:

- a. **Casual Leaves:** An individual will be entitled to **6 per year** which is provided **0.5 per month**.
- b. **Sick Leaves:** An individual will be entitled to **12 per year** which is provided **1 per month**.
- c. **Optional Leaves:** An individual will be entitled to **1 per year** which can be used to take a paid off for some specific days/festivals only.
- d. **Maternity Leaves:** A full time female employee already having less than 2 kids will be entitled to a maximum of **26 weeks (182 calendar days)** of paid maternity leave, it can be eight weeks up to and including the day of delivery and eighteen weeks immediately following the day of delivery. However, a woman with 2 or more children will be entitled to **12 weeks** of maternity leave.
- e. **Paternity Leaves:** A full-time male employee working with Cyntexa excluding trainees, interns & probationaries will be entitled to **5 days** of paid leave which can be availed within one week prior to their wife's date of delivery or 4 weeks post delivery.
- f. **Bereavement Leaves:** In the event of the death of an employee's immediate family Cyntexa grants **up to 5 days** of paid leaves and in the case of close family, Cyntexa grants **up to 3 days** of paid leaves.

The eligibility criteria for different types of leaves and the rules governing each leave type are described in detail in the "Leave Policy" at Cyntexa which can also be amended as and when required at the sole discretion of Cyntexa.

13. **Security:** Security is an important aspect of our communication and office infrastructure. Communication security is maintained by controlling physical access to computer systems, disabling all working stations, Disk drives, any type of cloud storage internet connection and company wide awareness about the need for protection of intellectual property and sensitive customer information.

14. **Compensation, Benefits & Appraisal:**

Your performance & contribution to Cyntexa will be an important consideration for your salary increments or appraisals, benefits & promotions. Salary increments or appraisals, benefits & promotions will be based on Cyntexa's "Compensation, Benefits & Appraisal" policy

15. **Termination Service:**

- a. Either party can terminate this employment by serving a notice of three months on the other, save and accept that the company may at its option pay salary in lieu of the notice period to terminate employment with immediate effect.
 - b. Unauthorized absence or absence without permission from duty for a continuous period of 7 days would make you lose your lien on employment. In such a case, your employment shall automatically come to an end without any notice of termination or notice pay.
 - c. You will be governed by the laid down code of conduct of the company and if there is any breach of the same or non-conformance of contractual obligation or with the terms and conditions laid down in this agreement, your service can be terminated without any notice; notwithstanding any other terms and conditions stipulated herein the company reserves the right to invoke other legal remedies as it deems fit to protect its legitimate interest.
 - d. On termination of the employment, the employee must return the company assigned assets (laptop, mobile, etc.) back to the company in the same condition as they were provided to the employee at the time of joining. If any damage is found to any of the assets or any of the assets is found lost, the company is liable to charge the employee for the asset price.
16. **Standing Orders:** You will abide by the Standing Orders, rules & regulations and service conditions that may be in force or application to the organization or are framed from time to time by the company.
17. **Applicability of Company Policy:** The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, maternity leave, employees' benefits, working hours, transfer policies, etc., and may alter the same from time to time at its sole discretion. All such policy decisions of the Company shall be binding on you and shall override this Agreement to that extent.
18. **Appointment in Good Faith:** It must be specifically understood that this offer is made based on your proficiency on technical/professional skills you have declared to possess as per your application for employment and your ability to handle any assignment/job independently. In case at a latter date any of your statements/particulars furnished are found to be false or misleading or your performance is not up to the mark or falls short of the minimum standard set by the company, the company shall have the right to terminate your services forthwith without giving any notice notwithstanding any other terms and conditions stipulated therein. The above terms and conditions are based on the company's policy, procedures and other rules currently applicable in India and are subject to amendments and adjustments from time to time. In all matters including those not specifically covered here such as traveling, retirement, etc. you will be governed by the rules of the company as shall be in force from time to time.

19. Description of the compensation offered to you:

On Training	
Duration	6 months
Monthly Salary or Stipend	10000

After training (if applicable), your compensation on successful training will be based on the table mentioned below:

Year 1				
	Monthly		Annual	
Base Components	Min	Max	Min	Max
Basic Pay	17500	17500	210000	210000
Transportation Allowance	1600	1600	19200	19200
Medical Allowance	1250	1250	15000	15000
Fixed Allowance	4650	4650	55800	55800
Asset Allowance (Optional)	0	1500	0	18000
Other Benefits				
Leave Encashment			0	20455
Retention Bonus			50000	75000
Gratuity			10096	10096
Medical Insurance			5000	5000
Personal Accidental Insurance			3000	3000
Annual Gross Compensation			368096	431551

Calculations of components:

1. **Leave Encashment:** As per leave encashment policies of the Company. The maximum amount has been calculated based on 18 days of unavailed leaves.
2. **Personal Accidental Insurance:** Sum insured of Rs. 10 lakhs.
3. **Medical Insurance:** Insurance of Rs. 3 lakhs.
4. **Gratuity:** As per statutory provisions stated under "The Payment of Gratuity Act, 1972".
5. **Note:**
 - a. The amounts mentioned for Term Insurance and Medical Insurance mentioned under benefits are based on estimated cost to the company and subject to variation.
 - b. Income Tax in respect of the above mentioned compensation package would be borne by the employee.
 - c. Your compensation will be paid in regular installments in accordance with the Company's regular payroll process.
 - d. The salary described in this offer letter will be subject to the relevant PF, ESI, and other investments/deductions (if applied) which means the salary described in the offer letter is the cost to the company per month.

Year 2						
	Without Asset Allowance		With Asset Allowance		Annual	
	Min	Max	Min	Max	Min	Max
Basic Pay	18900	22400	18900	22400	226800	268800
Transportation Allowance	1600	1600	1600	1600	19200	19200
Medical Allowance	1250	1250	1250	1250	15000	15000
Fixed Allowance	5250	6750	5250	6750	63000	81000
Asset Allowance (Optional)	0	0	1500	1500	0	18000
Other Benefits						
Leave Encashment					0	26182
Medical Insurance					5000	5000
Personal Accidental Insurance					3000	3000
Gratuity					10904	12923
Annual Gross Compensation					342904	449105
Total Monthly	27000	32000	28500	33500		

Calculation of components:

- Leave Encashment:** As per leave encashment policy of the Company. The maximum amount has been calculated based on 18 days of unavailed leaves.
- Personal Accidental Insurance:** Sum insured of Rs. 10 lakhs.
- Medical Insurance:** Insurance of Rs. 3 lakhs.
- Gratuity:** As per statutory provisions stated under "The Payment of Gratuity Act, 1972".

Note:

- The amounts mentioned for Term Insurance and Medical Insurance mentioned under benefits are based on estimated cost to the company and subject to variation.
- Income Tax in respect of the above mentioned compensation package would be borne by the employee.
- Your compensation will be paid in regular installments in accordance with the Company's regular payroll process.
- The salary described in this offer letter will be subject to the relevant PF, ESI, and other investments/deductions (if applied) which means the salary described in the offer letter is the cost to the company per month.

This employment agreement, along with the Confidentiality Agreement, sets forth the terms and conditions of your employment with the Company, and supersedes any prior representations or agreements concerning your employment with the Company, whether written or oral. You acknowledge and agree that you are not relying on any statements or representations concerning the Company or your employment with the Company except those made in this agreement..

Please confirm your acceptance of this Contract of Employment by signing and returning with this appointment letter.

I accept.

Signature

Name:

Date:

We congratulate you on your appointment and wish you a long and successful career with us. We are confident that your contribution will take us further in our journey towards becoming world leaders. We assure you of our support for your professional development and growth.

Yours truly,

A handwritten signature in cursive script, appearing to read 'Sonali', with a horizontal line underneath it.

Signature

Date: 07 March 2022

Name: Sonali Sharma

Designation: HR Head

Dear SEEMA JANGID,

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the role of Management Trainee in our Company with a CTC of INR 400,000 per annum upon confirmation.

Initially, you will undergo a training period of three (3) months during which your gross compensation shall be INR 17,292/- per month. On completion of training after three (3) months from the date of joining, your performance shall be appraised for confirmation.

In addition you will be eligible to participate in:

Variable Incentive Structure based on the revenue generated by you. (Or your team including yourself on per month basis)

Reimbursements for the expenses incurred like telephone etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.

Conveyance is part of the CTC and there shall not be separate reimbursement of conveyance expense.

Your joining location will be Bangalore (Smartworks)

Reporting Date & Time: 05-Apr-2022, 9:30 AM

Venue Detail: Smart works Coworking Pvt Ltd, Squareyards consulting Pvt Ltd, Second Floor, Raja Ram Mohan Roy Rd, Sampangi Rama Nagar, Bangalore - 560001

Contact Person: Deepak Kumar S

Mandatory Documents to be uploaded on pre-joining link and produced in original on the day of Joining:

Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)

Photo Id Proof - Passport / Driving License / Voter's ID

PAN card

Aadhar Card

4 Passport size Photographs (in White Background)

Cancelled Cheque

CV (Resume)

Bank Statement

Should you need any clarification prior to joining, please feel free to get in touch with Ankit Saroj, Tel: 8287154187 Email: ankit.saroj@squareyards.co.in

We look forward to a mutually rewarding association.

Please accept the offer by clicking on the button below. which will direct you to pre joining process further. You are requested to revert positively within 2 days.

Regards,

Human Resources

Azuro Property Management Services Private Limited



Nex Ventures

D-55A, Hauz Khas New Delhi
Tel: 011-45791111

11th September 2022

Dear Pulkit,

NexVentures is pleased to offer you the position of Interior Designer. We feel your skills will be an ideal fit for our company and we can help you learn and grow in this domain too. Your monthly compensation shall be 35,000/-INR from the joining date of 12th September 2022.

Please email the following:

- Proof of highest and latest qualification
- Identity Proof (Any One -Adhaar Card/ Permanent Driving license/ Voter ID)
- PAN Card
- Last three-month salary slip from the previous employer

If you accept this job offer, send a signed copy of this letter at your earliest convenience.

Sincerely,

For Nex Ventures

Harshvats

Harsh Vats

Co-Founder & Director

Highly Confidential

DATE OF JOINING – 1st September 2022

Ms. Akanksha Vats
C – 442, Jhankar Road,
Phase 1, Qutub Vihar, New Delhi – 110071.

Dear Akanksha,

Subject – Appointment Letter

With reference to your application for employment and subsequent interview / discussion you had with us, we are pleased to welcome you to Etrelux India Pvt. Ltd. as a Design Executive for all existing product verticals within the company. The details of the job responsibilities would be as per your discussion during the interview stage and same shall be submitted to you separately.

We are eager to have you work with us on such an important assessment. We see your skills as a value addition to our company and our clients.

Probation:

You would be on a probation for a period of six months from the Date of Joining the company. Depending on your performance during the aforesaid period, the probation period is liable to be extended by another three months with a prior notice. Your job may be terminated during the probation period with a notice of seven days by either party without giving any reasons. At the end of the probation period your services would be confirmed and you would be informed in writing on the same.

Key Expectations:

1. The Employee shall work pro-actively, with due diligence, on best effort and good faith basis and with sound business practice in providing the Services laid down in the scope of services ("Scope of Services") and any other projects/assignments given to Employee by the company.
2. The Employee will be required to present himself in the office(s) and/or be available for customer meetings (including travel), as may be required by the company from time to time.
3. The Employee will be required to devote all his time for providing Services to the Company and shall not, without the express prior written consent of the Company, engage in or enter into any contract for the provision of his Services with any other Company.
4. The Employee shall perform his Services in accordance with the instructions of the Reporting Manager and/or in accordance with the instructions of such officers of Company who have been specifically authorized for the purpose by the Reporting Manager. Non-adherence to the instructions of Reporting Manager shall be deemed material breach of the terms of this Agreement.
5. The Employee, whenever requested by his Reporting Manager or authorized personnel of the Company, shall provide status report on the works/projects/assignments in the form and format

For Etrelux India Pvt. Ltd.



Director

ETRELUX INDIA PVT. LTD.

C-442, Jhankar Road, Phase 1, Qutub Vihar, New Delhi - 110071

Phone: +91 11 2610 1111 | Email: info@etrelux.com | Website: www.etrelux.com

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ETRELUX INDIA PVT. LTD.

OFFER LETTER

10/05/2022

Rupal ruthla
Jaipur (Raj)

Dear rupal

We are pleased to offer you position of **Junior Interior Designer** at **Map Interiors** with a start date of **10 May 2022**. You will be reporting directly at Map Interiors, Shop no. 3 , Model town A, jagatpura road, Malviya nagar, Jaipur. We believe your skills and experience are an excellent match for our company.

The annual starting salary for this position is **Rs.15000** to be paid on monthly basis by (direct deposit) starting on 10" May 2022.

Your employment with Map Interiors will be on an at-will basis, which means you and the company are free to terminate the employment relationship at any time for any reason with a prior notice of one month. This letter is not a contract or guarantee of employment for a definitive period of time.

Please confirm your acceptance of this offer by signing and returning

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,
AR. Ambalal suthar
[Principal Architect]



OFFER CUM APPOINTMENT LETTER

Dated Nov 11, 2021

Dear Paddhati S. Nirwan,

Congratulations! With reference to your application and subsequent interview, we are pleased to inform you that you have been selected for employment in our organization as **GET**.

You are requested to join us on **1st March 2022**. Your principal place of employment will be **our Plant Address at DPS School, Raj Nagar Extn, Merta, Near HRIT Engineering College, Ghaziabad, Uttar Pradesh– 201002**.

Your Cost to Company (CTC) per annum would be as per **Annexure A**. The general terms and conditions governing your employment are outlined in **Annexure B**.

On the date of joining, you would be required to submit the documents listed in **Annexure C**. Please note that the submission of all listed documents is essential for the validity of your appointment in the Company.

Welcome to E-Ashwa Automotive Pvt Ltd! We look forward to a mutually fruitful association.

For E-Ashwa Automotive Pvt Ltd

(HR)

I accept the offer and related terms and conditions.

Annexure A

COMPENSATION STRUCTURE

COMPONENT	AMOUNT (Rs)
Basic Salary CTC	15,000
Total: Fixed Salary (in Rs per month)CTC	15,000

All salary components are governed by the Company policies and statutory guidelines.

Any personal tax liability arising out of this Compensation Plan will be borne solely by the employee

I accept the offer and related terms and conditions.

Date

E-Ashwa Automotive Pvt Ltd Confidential

ANNEXURE B

GENERAL TERMS AND CONDITIONS OF EMPLOYMENT

1. Your principal place of employment will be **Ghaziabad**. However, while on assignment with any company / firm under **E-Ashwa Automotive Pvt Ltd** or any associated or subsidiary company, your location may be changed as required. You may be required to work for any Group Company or for a Client on transfer or secondment, either full time or part time.
2. Your employment is subject to you being medically fit at the time of and during the course of your employment with **E-Ashwa Automotive Pvt Ltd**.
3. Your employment with the Company can be terminated either by the Company or by you by giving the other party **One Month** advance notice. The Company may relieve

you before expiry of the notice period by paying “Basic Salary” as mentioned in your compensation structure, for the shortfall of the notice period. In case you request for an early release before serving the complete notice period, you will have to buy out the same by paying “Basic Salary” in lieu of the shortfall of the notice period; however, agreeing to this option will be at the sole discretion of the Company.

4. On termination of your employment for any reason, you shall comply with the Company’s termination procedures, sign all documents and return all Company property. The Company will not be bound to pay the dues, if any, till you have completed all the separation procedures.
5. You will be required to sign the **E-Ashwa Automotive Pvt Ltd** Standard Employee Non-Disclosure Agreement (NDA). This is to ensure that all proprietary information, intellectual property and documents obtained during your association with the Company will not be utilized by you at any point of time to undermine the interests of **E-Ashwa Automotive Pvt Ltd** and Group Companies.
6. During the period of your employment, any inventions, creations, discoveries, patents, copyrights etc., shall become the property of the E-Ashwa Automotive Pvt Ltd.
7. As an employee, you will be privy to sensitive and commercially valuable information concerning the E-Ashwa Automotive Pvt Ltd and its business. Such information is deemed to be the property of the E-Ashwa Automotive Pvt Ltd, and must not be disclosed during or after this employment to any third party without prior written consent of the E-Ashwa Automotive Pvt Ltd. Hereby, you undertake to indemnify the E-Ashwa Automotive Pvt Ltd and its affiliates from any loss or damage arising from any breach of this undertaking.
8. You may also be required to sign necessary agreements with the E-Ashwa Automotive Pvt Ltd or any other client as required, as the E-Ashwa Automotive Pvt Ltd may decide from time to time, in order to secure the interests of the E-Ashwa Automotive Pvt Ltd as also to ensure your performance and adherence to all terms, conditions, rules and regulations of the E-Ashwa Automotive Pvt Ltd.
9. The E-Ashwa Automotive Pvt Ltd may undertake the process of checking the background of employees in terms of education, previous employment(s), claims

made against achievements in the resumes/CVs of the employees etc. with the help of a third party as and when required.

10. During the course of your employment with the E-Ashwa Automotive Pvt Ltd, you may be required to undergo some training programs or other skill enhancement activities. The cost of such programs will be borne by the E-Ashwa Automotive Pvt Ltd as per process laid down. However, you will be required to execute a separate agreement and be in the employment of the E-Ashwa Automotive Pvt Ltd for a minimum period as specified in such agreement, after completion of the program, failing which you will be required to reimburse such costs and expenses incurred by the E-Ashwa Automotive Pvt Ltd in relation to such programs.
11. You have been appointed on the presumption that the particulars furnished in your application and resume are correct. In the event the said particulars are found to be incorrect or that you have concluded or withheld some other relevant facts, your appointment with the E-Ashwa Automotive Pvt Ltd shall stand terminated/cancelled without any notice.
12. You agree not to undertake employment whether full time or part time, as the Director/ Partner/member/employee of any other organization or entity engaged in any form of business activity without the consent of **E-Ashwa Automotive Pvt Ltd**. The consent may be given subject to any terms and conditions that the company may think fit and may be withdrawn at the discretion of the E-Ashwa Automotive Pvt Ltd.
13. This offer is also subject to your confirmation (which will be confirmed by your signature below) that you will be free to accept this appointment with E-Ashwa Automotive Pvt Ltd and that you would proceed to close all obligations that you may have with your current / previous employers which in any way may hinder your ability to join us.
14. Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of **E-Ashwa Automotive Pvt Ltd** as applicable to you and the changes therein from time to time.

I accept the offer and related terms and conditions.

.....

Date

E-Ashwa Automotive Pvt Ltd Confidential
ANNEXURE C

LIST OF DOCUMENTS TO BE SUBMITTED ON JOINING

A. Copies of

1. 10th std or equivalent marks card and certificate,
2. 12th std, or equivalent marks card and certificate,
3. Graduation marks card and certificate,
4. Post-graduation Certificate marks card and certificate
5. Other relevant educational or skill certifications
6. Date of Birth Certificate
7. Relieving letter / Experience Certificate from the previous employers
8. Latest pay slip / salary certificate from the last employer
9. Passport (all non-blank pages)
10. PAN Card

B. 3-passport size photographs

Letter Ref No:

Date : 08-02-2022

Full Name : Tapsi Thulal

Location : Jaipur

APPOINTMENT LETTER

We are pleased to appoint you as **Junior Associate** in the role of **Preferred Relationship Manager** commencing not later than **15-02-2022** with **Edelweiss Broking Limited (the "Company")** on the following terms and conditions:

Compensation and Benefits: You will receive compensation as outlined in **Annexure**. Income Tax or any other statutory deductions will be made at source, as per the applicable tax laws. Your performance will be reviewed annually. You will also be eligible to participate in the Company's discretionary performance-based Bonus Scheme / Performance Linked Incentives as applicable subject to your being in the Company's employment and not under notice to leave the Company on the bonus payment date.

Workplace: You are appointed to work in the Company office at Jaipur. However, your services may be transferred by the Company to any other location or division, or you may be transferred to any other group entity, in India or abroad, as per the requirement of the Company.

Leave & Other Benefits: You will be eligible for leave and other such benefits in accordance with the Company's rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the Company.

Notice for Separation / Termination: Either party, by stating their intention to do so, in writing may terminate this employment, at any time, provided that at least 90 days' notice or salary in lieu thereof is given. Waiver of notice period days is completely at the discretion of the company.

However, in the event of your being guilty of misconduct or negligence in the discharge of your duties or in the conduct of the Company's business, or such misdemeanor which is likely to affect, or affects the reputation of the Company's working or breaches of any of the terms and conditions herein, including the conditions under Professional Ethics, and Confidentiality clause, the Company reserves its right to immediate termination of your services at any given point of time, without any compensation or notice. This right is in addition to any other rights and remedy the company may have against you in law.

Professional Ethics and Confidentiality: Your position with the company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You are not permitted to carry on any business or profession or enter for any part of your time, in any capacity into the services of or be employed by or engaged with any other firm, company or person. You will promote the interests of the Company and will not divulge to any person or utilize any of the Company's secrets or other related Information (which you may possess by reason of your association with the Company) outside the Company.

It is a condition of your employment that you maintain the confidentiality of any and all proprietary information

of which you gain knowledge or possession as a result of your employment with the company. You must not disclose such proprietary information to any person. The term proprietary information shall mean all company information whether in oral, written, graphic, diskette, or machine readable form including but not limited to all non-public lists of customer, agents, general agents, intermediaries, prices, business plans, strategic plans or other non-public financial information, customer base, manuals, designs, procedures, formulae, discoveries, inventions, improvements, concepts, ideas, future plans and budgets unannounced organizational staffing changes financial analysis, competitor analysis, management information technical data and Market studies.

This obligation of confidentiality continues after your employment terminates, further complete confidentiality of employment compensation details is expected to be maintained by you during your period of employment with the company.

You shall faithfully observe and comply with all the Company's rules, policies, regulations, practices, processes and procedures that are in force and applicable to you and all changes therein, from time to time, shall be binding on you.

You shall indemnify and keep the Company indemnified and harmless against all claims by any third party for loss, damage, expenses or infringement of the third party's intellectual property rights (IPRs), arising as a result of the usage of any patent, trademark, label, design or application, including software programs and applications. The Company shall also have a right to recover any damages incurred on account of any misrepresentation of your job responsibilities, misappropriation of funds by you, or any act done by you which is against the policies as laid down by the Company from time to time. You shall indemnify and keep the company indemnified to the extent of such loss as may be suffered by the Company.

You agree that during the term of employment and for a period of one year after the termination of your employment, you shall not in any way, directly or indirectly:

- Induce or attempt to induce any employee of the Company to quit employment with the Company;
- Otherwise interfere with or disrupt Company's relationship with its employees;
- Solicit or entice any employee of the Company.
- Keep confidential and not disclose to any unauthorized persons all Company information, business and financial interests, Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out, technical capability and commercial intelligence disclosed to you and/ or acquired by you in the course of your employment; and
- Not employ, use and/ or engage the confidential information acquired during your employment with the Company to any other company, entity, organization or their associates/affiliates, who are in competition with Edelweiss and its associates/affiliates.

Misconduct:

Misconduct would amount to cause for your immediate dismissal without notice or payment in lieu of notice. Examples of misconduct include but are not limited to

- Non-compliance with all applicable laws and regulations in the conduct of business for and on behalf of the Company.
- Theft, misappropriation or wilful destruction of Company property.

- Refusal or failure to comply with a reasonable instruction given by your supervisor.
- Wilful insubordination or disobedience of any lawful and reasonable order of a superior.
- A finding that you are guilty of a criminal offence by a court of competent jurisdiction.
- Sexual Harassment or intimidation of employee.
- Behaviour which is either physically or verbally threatening or degrading to others.
- Violation of Code of Conduct.

Cooling Period: In case of you resign from the services of the company or your services were to be terminated by the Company at any time in future, the Company, at its sole discretion, shall have a right to offer you a cooling period entitlement upon such terms and conditions, and for such period as the company may deem fit, for a maximum period of 90 days. In the event that the company was to decide to offer cooling period entitlement to you then during such cooling period you shall not undertake to join any firm nor shall commence any business of competing nature with that of the company. Further it is agreed by you that in the event that such cooling period entitlement were to be offered to you, you will be required to complete the additional formalities and to execute such documents as may be then communicated to you by the company.

Amendments: The Company reserves the right to change these terms and conditions at any time without giving prior notice. In the event any changes are made, the revised terms and conditions shall be communicated to you appropriately.

Governing Law/Jurisdiction: Your employment with the Company is subject to Indian laws. All disputes shall be subject to the jurisdiction High Court of Bombay only.

Electronic Signature: You acknowledge and agree that this appointment letter (the "Appointment Letter") is being executed electronically and that is enforceable.

Wishing you an enriching career with Edelweiss!

Please sign and return the duplicate copy of this letter of appointment (put initials on each page including Annexure) as a token of your having accepted the above terms and conditions.

Yours faithfully,

For **Edelweiss Broking Limited**



Natasha Patel

Authorized Signatory

Accepted

Human Resources

Signature & Date

Annexure

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic Salary	2,12,088	17,674
House Rent Allowance	1,06,044	8,837
Special Allowance	42,418	3,535
Statutory Bonus	7,000	583
Employer's PF Contribution	25,451	2,121
Effective Annual Salary	3,93,000	32,750
Mediclaime Benefit**	7,000	
Total Annual Monthly CTC	4,00,000	

* Deductions will be made as per the statutory laws, as applicable

** Premium paid by Edelweiss for Group Mediclaime Policy for employee and dependents [spouse, parents and maximum 2 children upto the age of 25 years or till completion of full-time education whichever is earlier]

Further, a minimum Assured Bonus of **25000** will be paid to you as per the below grid, contingent to your continuing in the Company's employment and not serving notice to leave the Company as on the scheduled date of payment. This amount will be fully recoverable from you in case of discontinuation of your services before the completion of 1 year from the Date of Joining.

Assured Bonus Amount (in Rs)	Scheduled Payment
25000	FY 23 Appraisal Cycle

Date: 10th January 2022

Name: Anjali Upadhyay,
Address: Ward No 16, Near Sethaji ki haveli,
Chhotisadri, Pratapgarh,
Rajasthan - 312604

Email ID- anjaliupadhyay310@gmail.com

Phone number – 9119311775

Dear Anjali,

Subject: Letter of Intent

You have been selected to join Entrust Global Group and be a part of our 'Graduate Engineer Trainee' (GET) Program- 2021.

We are excited to have you onboard with us and learn and grow professionally and personally.

Entrust Global Group is a group of companies with a multi-tier focus in a range of different industries spanning across Collectibles, Data Services, Gaming, HR Services, Niche Hobby and Healthcare Services. The Entrust India Offices have proved to be the true powerhouses of the growth we have witnessed in the past few years. From Tech Development, Customer Support to Marketing, Sales, Finance & Accounting, Research, Business Analytics and IT Infrastructure, we do all that's required to serve global markets with dynamic services, products and solutions.

The GET program at Entrust is for six months and you are required to join us on **Monday, 10th January 2022**. You shall be eligible for a monthly stipend of INR 20,000 (Twenty Thousand Rupees) during your GET Period. Your GET agreement shall be handed to you on your date of joining. At the end of GET period, basis your performance and subsequent assessment, you may be offered to join us on full time permanent rolls.

We look forward to having you as part of Team Entrust. Please feel free to speak to me in case of any queries. Please send a reply by tomorrow, as a token of your acceptance of our offer.

Sincerely,

For Enthusiast Global Pvt. Ltd.



Shaivya Tak
Sr Manager – HR, IOC operations

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

I understand that nothing in this entire letter shall be construed in any way to guarantee continued employment for any period, and that my employment with **Enthusiast Global Pvt. Ltd.** ("Company"), if I accept, is AT WILL.

I understand that my employment is contingent upon execution of the Employment, Confidentiality, Non-Solicitation and Non-Competition Agreement, a satisfactory background check, satisfactory reference check, satisfactory completion of required Human Resources documents.

Signature: _____

Date:

Name:

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

Ref/HR/Appt Letter/July 2022/ EN0173

Date: 19th July 2022

Name: Ankit Galav,

Address: Shramik colony, atar ka bag, baran, rajasthan-325205

Email ID- akklg003@gmail.com

Phone number – 7568963353

Dear Ankit,

Subject: Letter of Appointment

We now hereby confirm your appointment as **Junior Software Engineer** for **Enthusiast Global Pvt. Ltd.** (hereinafter to be referred as "**Company**") commencing from **15th July 2022**. We wish you all the very best and look forward to developing a mutually beneficial association.

Please note that your employment with Company shall be governed by the terms and conditions as mentioned below and policies, rules and regulations of the Company as specifically mentioned herein by way of reference and in force or as amended or altered from time to time (duly notified to you).

This letter of appointment shall supersede all prior negotiations, agreements, and understandings with respect to your employment hereof and/or your employment with the Company, unless specifically incorporated herein by way of reference.

1. REMUNERATION

- a. Your salary shall be as per the annexure signed by you with the said Offer Letter (reannexed herewith) and shall be released as per the policies of the Company.
- b. Your salary shall be subject to legal and statutory deductions including on account of tax, provident fund and any other legal or statutory deduction that may be introduced during the term of your employment with the Company.

2. PLACE OF POSTING AND TRANSFER

You will presently be stationed at **Faridabad**. However, the Company shall have the right, at its sole discretion, to transfer at any time, your services to any of its branch offices in India or worldwide as per its or its affiliates'/subsidiaries'/group companies' business requirement.

Enthusiast Global Private Limited

Regd. Office: B1/H3 Mohan Co-Operative, Mathura Road, Industrial Area, BLOCK B, New Delhi, Delhi - 110044

Corporate Office: Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

Ref/HR/Appt Letter/July 2022/ EN0171

Date: 19th July 2022

Name: Devendra Soni,

Address: Main Bus Stop Kurki

Pali Rajasthan 306101

Email ID- dksoni27062001@gmail.com

Phone number – 8875175658

Dear Devendra,

Subject: Letter of Appointment

We now hereby confirm your appointment as **Junior Software Engineer** for **Enthusiast Global Pvt. Ltd.** (hereinafter to be referred as “**Company**”) commencing from **15th July 2022**. We wish you all the very best and look forward to developing a mutually beneficial association.

Please note that your employment with Company shall be governed by the terms and conditions as mentioned below and policies, rules and regulations of the Company as specifically mentioned herein by way of reference and in force or as amended or altered from time to time (duly notified to you).

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3. PROBATION

You will be on probation **six (6)** months from the date of your joining the Company and this period of **six (6)** months can be extended by the Company at its sole discretion subject to your performance. During the Probation Period your services are liable to be dispensed with at any time by either side by giving Thirty (30) days' notice or upon payment of salary in lieu thereof without assigning any reason whatsoever. However, in the event you resign from your services during your probation period, the Company as per its business requirements may opt to either relieve you earlier (without any liability of paying of any notice period that you were to serve) or in the event you are in middle of an assignment, extend your notice period to allow you to complete all operative parts of the assignment.

4. REFERENCE CHECK AND DATA PROTECTION

- a. By placing your signature on this letter of appointment you are confirming that your employment with the Company is based on the academic, professional, personal details and other information submitted by you (hereinafter referred to as "Personal Data") with the Company and is subject to a reference check by the Company before or during the course of your employment. You further agree to notify in writing immediately to the Company any change affecting the Personal Data provided by you to the Company in order to hold and maintain them accurate and updated.
- b. By signing on this letter of appointment you hereby authorize the Company to verify, validate, transfer, store, process all the Personal Data submitted by you or otherwise obtained by the Company and to share such Personal Data with other companies, whether in India or abroad, to ensure compliance with this letter of appointment and its legal obligations such as income tax and social security withholdings, management, and other necessary human resources, management, and employment related matters.
- c. If at any time during your employment with the Company, it emerges that the Personal Data furnished by you are false/incorrect or if any material or relevant information has been suppressed or concealed, your employment shall be considered ineffective and irregular and may be liable to be terminated by the Company, at Company's sole discretion.

5. YOUR RESPONSIBILITIES

- a. Unless prevented by sickness, injury or other incapacity (subject to proof of records) or as otherwise agreed by your reporting manager (in writing), you will devote your time exclusively to the business and affairs of the Company.
- b. During the term of your employment, you shall not engage in any business or enterprise or work directly or indirectly for any other person / employer or be a director of any other company, gratuitously or for profit, without the previous specific written consent of the Company. You shall disclose at the time of appointment if you are a director in any company. In addition, you should not have any interest, financial or otherwise, directly or indirectly, in any firm, company or body with whom the Company has, or contemplates having, business relations without disclosing the fact in writing to the Company immediately when it comes to your knowledge that such business relations are being contemplated or made.
- c. During your employment, you may be called upon to work at any of the Company's establishments, subsidiary or associate of the Company and / or to undertake tours or other assignments in connection with the company's activities.

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- d. You should not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor shall you become a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company's management.
- e. During your employment with the Company and/or thereafter, you shall not do any act, deed or thing which may damage or harm the reputation of the Company or any of its affiliates or directors or stakeholders.
- f. In addition to the duties and obligations specified in this letter of appointment, you shall abide by all the rules, regulations, policies and procedures framed by the Company from time to time and brought to your notice duly.
- g. For avoidance of doubt in terms of shift timings, please be noted that the Company's operations run on 24 x 7 basis, accordingly, your shift timings may vary from time to time as per the business requirements of the Company. In the event you refuse to follow the allotted shift, it will be deemed as gross misconduct on your part and necessary disciplinary action will be initiated by the Company as per the terms of this letter of appointment and Company's ancillary policies.

6. REPRESENTATION AND WARRANTIES

You represent and warrant that:

- a. There are no restrictions or prohibitions that may prevent you from fully and properly undertaking any of your obligations herein. You acknowledge that if any such restriction or prohibition comes into existence, is enforced, and will prohibit or prevent you from fully and properly undertaking any of your employment obligations pursuant to this letter of appointment, you will inform the Company within seven (07) days and make good faith efforts to eliminate such restriction or prohibition. If such restriction or prohibition is not removed within thirty (30) days, then the Company may terminate your employment as per the terms of this letter of appointment.
- b. You will not make or cause to be made any payment, loan or gift of money or anything of value, directly or indirectly, to or for the benefit of any official, employee or commercial agent of any government, governmental authority, public agency, public enterprise or public international organization or to any political party or candidate thereof, where, such payment, loan or gift of money or anything of value would constitute a bribe or a facilitation payment or is intended to influence a decision in favor of the Company;
- c. You will not post any denigrating comments or statements or remarks against the Company (and its employees) on social websites/blogs and/or misrepresent the Company in whatsoever manner.

7. INTELLECTUAL PROPERTY RIGHTS

- a. All Intellectual Property which you may make or conceive, either solely or jointly with others, during the period of your employment with the Company, shall be deemed to be the sole property of the Company. Further, it shall be your duty to promptly reduce to writing and to disclose to the Company all such Intellectual Property which you may make or conceive.
- b. You hereby expressly waive all of your rights and interests in and to the Intellectual Property and shall at the request of the Company execute such documents as may be required for assignment of the Intellectual Property.
- c. The rights and obligations under this Clause in respect of Intellectual Property made or discovered by you during your employment shall continue in full force and effect after the termination of your employment and shall be binding upon you and your representatives in perpetuity.

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- d. For the purpose of this Clause “Intellectual Property” shall mean any and all now known or hereafter known tangible and intangible rights vested with the Company, as the case may be, and shall include (a) licenses rights, (b) trade and service marks, (c) trade or business names, domain names, (d) rights in designs, copyrights, for the full term of such rights and including any extension to or renewal of the terms of such rights and including registrations and applications for registration of any of these and rights to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, (d) other intellectual or industrial property rights (of each kind and nature throughout the universe and however designated) (including logos, “rental” rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise.

8. NON-COMPETE, CONFIDENTIALITY AND NON-SOLICITATION

In reference to the *Non-Competition, Confidentiality and Non-solicitation Agreement* that you had signed at the time of joining the Company, you agree that the said *Non-Competition, Confidentiality and Non-solicitation Agreement* constitutes to be part and parcel of your employment terms and thus shall be read in conjunction with this letter of appointment.

9. INDEMNITY AND LIABILITY

Upon your failure to comply with the terms and conditions of this letter of appointment and/or *Non-Competition, Confidentiality and Non-solicitation Agreement*, the Company shall be entitled to initiate civil and criminal proceedings against you including but not limited to Section 72A of the Information Technology Act, Section 403 i.e. Dishonest misappropriation of property and Section 405 i.e. Criminal breach of trust under the Indian Penal Code, 1860. At all times you should indemnify and save harmless the Company from all and every loss, injury, costs, damages, etc., which has been or shall or may at any times or time hereafter, the Company may suffer as a result of any act or omission on your part or in the event of any breach of the terms and conditions of your employment.

You should protect, indemnify and save harmless the Company from and against any and all damages, claims, suits, actions, judgments, costs and expenses whatsoever (including reasonable legal/attorney fees) arising out of breach of the terms of this letter of appointment or in connection with act or omission on your part during the course of your employment with the Company.

10. SEVERANCE

- a. After confirmation of your services with the Company, the Company may terminate your employment by serving a written notice of 60 (Sixty) days or payment of salary in lieu thereof. Likewise, after being confirmed, you may resign from your services by serving 60 (Sixty) days’ notice period or salary in lieu thereof. However, in the event, you resign from your services, the Company as per its business requirements may: (i) opt to relieve you earlier (without any liability of paying of any notice period that you were to serve) or; (ii) extend your notice period to allow you to complete all operative parts of business assignment(s) in the event you are in middle of an assignment.

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CIN No: U74999DL2018PTC334832

- b. Notwithstanding anything contrary contained herein, your employment shall be terminated forthwith without (any notice obligation) in the event you are found to have committed gross misconduct. By the expression "gross misconduct" shall be meant any of the following acts and omissions on your part:
- i. engaging in any trade or business outside the scope of your duties except with the written permission of the Company;
 - ii. unauthorized disclosure of information regarding the affairs of the Company or any of its customers or any other person connected with the business of the Company which is confidential or the disclosure of which is likely to be prejudicial to the interests of the Company;
 - iii. found to be in a drunken or intoxicated or disorderly state or are found behaving indecently or any conducting in similar behavior on the premises of the Company;
 - iv. willful damage or attempt to cause damage to the property of the Company or any of its client/vendors;
 - v. willful insubordination or disobedience of any lawful and reasonable order of the management or of a superior;
 - vi. slowing down in performance of work and/or underrated performance even after being given performance feedback by the reporting manager;
 - vii. gambling or betting on the premises of the Company;
 - viii. doing any act prejudicial to the interest of the Company or gross negligence or negligence involving or likely to involve the Company in serious loss;
 - ix. giving or taking a bribe or illegal gratification from a client or a prospective/current employee of the Company or a vendor of the Company;
 - x. abetment or instigation of any of the acts or omissions abovementioned knowingly making a false statement in any document pertaining to or in connection with your employment in the Company;
 - xi. remaining absent without intimation continuously for a period exceeding 03 (Three) days;
 - xii. misbehavior towards Company's customers or services providers;
 - xiii. conviction by a criminal court of law;
 - xiv. indulging in any act of sexual harassment at workplace. Wherein sexual harassment shall include such unwelcome sexually determined behavior (whether directly or otherwise) as physical contact and advances, or demand or request for sexual favors, or sexually colored remarks, or showing pornography, or any other unwelcome physical/verbal/non-verbal conduct of a sexual nature;
 - xv. if you are found to be involved or have committed in any act which is prohibited under the law;
 - xvi. material breach of the terms of this offer letter, the *Non-Competition, Confidentiality and Non-solicitation Agreement* and other policies of the Company that you had signed at the time joining.

However, depending on the enormity of the circumstance, in the event of any of the above listed gross misconducts being found to be committed on your part, apart from the right to terminate your services forthwith, the Company at its discretion may also choose to bring you down to lower scale of pay; and/or your increment/s and/or promotions may also be stopped for a period; and/or any and all allowances given to you may also be withdrawn; and/or you may also be fined.

It is also expressly agreed by you that the Company undertakes background verification for all employees and if any information provided by you is found to be incorrect or misleading, you would be faced with strict disciplinary action, which may also include termination without notice.

Enthusiast Global Private Limited

Regd. Office: B1/H3 Mohan Co-Operative, Mathura Road, Industrial Area, BLOCK B, New Delhi, Delhi - 110044

Corporate Office: Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

11. EFFECT OF SEVERANCE

- a. In the event of termination of your services by the Company, the Company shall only be obligated to provide you with payment of accrued remuneration and leave encashment as per the leave policy of the Company in lieu of unavailed accrued privilege leave standing to your credit, due and payable up to the last date of your employment with the Company. It is hereby clarified that no further payments in respect of incentives of whatsoever nature would be made to you in the event your services are terminated by the Company.
- b. Upon resigning from your services or termination of your employment (for whatever reason and howsoever arising) you:
 - i. shall not take away, conceal or destroy but shall immediately handover to the Company all documents and information (which expression shall include, without limitation, notes, software, correspondence, drawings, plans, designs and any other material upon which data or information is recorded or stored) relating to the business or affairs of the Company or any affiliate or any of their customers, shareholders, directors, employees, officers, clients, suppliers and agents (and you shall not be entitled to retain any copies or reproductions of any such documents) together with any other property belonging to the Company which may then be in your possession or under your control;
 - ii. shall not at any time thereafter make any untrue or misleading oral or written statement concerning the business and affairs of the Company or any affiliate nor represent yourself or permit yourself to be held out as being in any way connected with or interested in the business of the Company or any affiliate (except as a former employee for the purpose of communicating with prospective employers or complying with any applicable statutory requirements);
 - iii. should immediately return to the Company such items or materials (pertaining to or concerning the Company or the business of the Company) under your control or in your possession or otherwise dispose of or destroy as per the written directions of the Company;
 - iv. immediately return all items of equipment held on loan or hire from the Company.

12. COMMUNICATIONS

All notices given pursuant to this appointment letter shall be in writing and shall be deemed to be served as follows:

- a. In the case of any notice delivered by hand, when so delivered;
- b. If sent by speed post or registered post, on the third clear day after the date of posting;
- c. If sent by e- mail, 24 hours after the mail is sent by either party to the other party at the respective addresses available with the parties as per the available records.

13. GOVERNING, JURISDICTION AND DISPUTE RESOLUTION

- a. This letter of appointment shall be governed in all respect by the laws of India and subject to the arbitration clause as contained herein below the courts at Delhi shall have exclusive jurisdiction.

Enthusiast Global Private Limited

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CIN No: U74999DL2018PTC334832

- b. If any dispute, difference or claim including but not limited to the matter of damages, if any, (collectively referred to as "Dispute") arises between you and Company about the validity, interpretation, implementation or alleged breach of any provision of this appointment letter, or anything connected or related to or incidental to this appointment letter, then the Dispute shall be submitted to arbitration before the sole arbitrator to be appointed by the Company. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended from time to time. Arbitration shall be held at Delhi, India. The arbitration proceedings shall be conducted and the award shall be rendered in the English language. The arbitrator will be required to make the award within two (2) months of entering upon the reference unless the time is extended by the Company. The award rendered by the arbitrator shall be final, conclusive and binding and shall be subject to enforcement in any court of competent jurisdiction. The cost of arbitration, including attorney's fees and expenses of the arbitrator shall be borne by the parties equally unless otherwise directed by the arbitrator in the final award.

14. ENFORCEMENT

Without limitation to the foregoing, you consent and agree that if you will violate any of the provisions of this letter of appointment with respect to secrecy, non-compete, confidential information or Intellectual Property, the Company or any of its affiliates shall be entitled to an injunction to be issued by any court of competent jurisdiction, restraining you from committing or continuing any violations of this letter of appointment, to claim damages and all other appropriate relief as ordered by the court.

15. SEVERABILITY

In the event that any provision of this letter of appointment, shall be construed as being invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other provisions in this letter of appointment which can be given effect without the invalid or unenforceable provision.

16. SURVIVAL

The termination or expiration of your employment shall in no event terminate or prejudice (a) any right or obligations arising out of or accruing under this letter of appointment or any other agreement that you have signed pursuant to your employment with the Company, attributable to events or circumstances occurring prior to such termination or expiration; and (b) the provisions of Intellectual Property, Confidential Information and Non-compete Obligation, Notice, Governing Law and Dispute Resolution and Liability and Indemnity shall remain in full force and effect.

17. ENTIRETY

This Letter of Appointment, together with the said Offer Letter and Non-Competition, Confidentiality and Non-solicitation Agreement, sets forth the entire understanding of the Parties and no statement, representation, warranty or covenant either express or implied has been made by the Company except as expressly set forth herein.

Enthusiast Global Private Limited

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Corporate Office: Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

We would request you to acknowledge receipt of this letter and signify your acceptance of the terms of employment and expected date of joining by signing and returning the attached duplicate copy.

For, Enthusiast Global Pvt. Ltd.



Authorized Signatory

Human Resources

I **Devendra Soni** have carefully read understood the aforesaid conditions of my appointment and employment with **Enthusiast Global Pvt. Ltd.** and voluntarily accept the same without any coercion or undue influences. I understand that my employment is contingent upon execution of the Non-competition, Confidentiality and Non-solicitation Agreement and compliance with Company's policies copy of which have been duly shared with you and you have been given complete opportunity to read them.

Full Signature: _____

Full Name: _____

PAN/AADHAR No. _____

By signing below further I confirm having read and understood the below listed policies:

1. Anti – Sexual Harassment Policy
2. Code of Conduct Policy
3. Information Security Policy
4. Leave Policy
5. Working Hour Policy

And I confirm having been given complete access to go through the abovementioned and other binding policies.

Full Signature: _____

Full Name: _____

PAN/AADHAR No. _____

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Salary Annexure (Enclosed)

Name of Employee: Devendra Soni
Date of Joining: 15 July 2022
Designation: Junior Software Engineer
Location: Faridabad

Compensation Break Up	Amount Monthly	Amount Annum	Remarks
Basic Salary	15,000	1,80,000	40% of Total Fixed pay.
HRA	7,500	90,000	50% of Basic Pay.
Statutory Bonus	2,500	30,000	
Flexible Allowances	10,700	1,28,400	Components to be determined by guidelines as below.
Provident Fund	1,800	21,600	Employer's Contribution.
Total Fixed Pay (A)	37,500	4,50,000	
Variable	Amount Monthly	Amount Annum	
Performance Linked Bonus (B)	0	0	Payout as per company policy; Guidelines mentioned below.
Gratuity	Amount Monthly	Amount Annum	
(C)	721	8654	Paid as per Payment of Gratuity Act 1972.
Total Fixed & Variable pay (A+B+C)	38,221	4,58,654	

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CIN No: U74999DL2018PTC334832

Benefits:

Medical Insurance	As per company policy;
Life and Accident Insurance	As per company policy - Mention as per grade.
Paid Time off	27 Leaves and 9 holidays.
Marriage Bonus	As per company policy.
Subsidized Cafeteria	In case the employee does not wish to avail of this facility, this amount cannot be claimed as a part of the compensation.

*For details terms and conditions refer the policy document.

Flexible Components (if any)	Maximum amount
HRA	Upto 50% of Basic salary.
Meal Card	Upto Rs.2,000 per month.
Telephone	Upto Rs.2,000 per month.
Leave Travel Allowance	Twice of Basic Salary, Employees can claim LTA twice in applicable block of four calendar years
Flexible Allowance	Residual amount of total fixed pay.

Notes:

Statutory Bonus (if applicable) will be adjustable with any Bonus, Incentive paid during the year.
1500/1000 per month Cab deduction will be made if employee avails cab facility- applicable only for night shift employees

For Chennai, Hyderabad and Indore employees, this includes Employee's contribution to Professional Tax as per slab.

Any tax liabilities arising out of the compensation will be deducted as per the Income Tax rules.



Signature: Authorized Signatory

Human Resources

Signature: Employee

Date

Enthusiast Global Private Limited

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Corporate Office: Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

Date: 10th January 2022

Name: Raghav Agrawal,
Address: 121 c, Siddi Homes,
Jaipu, Rajasthan – 302020

Email ID- rockyag5@gmail.com

Phone number – 9166688845

Dear Raghav,

Subject: Letter of Intent

You have been selected to join Entrust Global Group and be a part of our 'Graduate Engineer Trainee' (GET) Program- 2021.

We are excited to have you onboard with us and learn and grow professionally and personally.

Entrust Global Group is a group of companies with a multi-tier focus in a range of different industries spanning across Collectibles, Data Services, Gaming, HR Services, Niche Hobby and Healthcare Services. The Entrust India Offices have proved to be the true powerhouses of the growth we have witnessed in the past few years. From Tech Development, Customer Support to Marketing, Sales, Finance & Accounting, Research, Business Analytics and IT Infrastructure, we do all that's required to serve global markets with dynamic services, products and solutions.

The GET program at Entrust is for six months and you are required to join us on **Monday, 10th January 2022**. You shall be eligible for a monthly stipend of INR 20,000 (Twenty Thousand Rupees) during your GET Period. Your GET agreement shall be handed to you on your date of joining. At the end of GET period, basis your performance and subsequent assessment, you may be offered to join us on full time permanent rolls.

We look forward to having you as part of Team Entrust. Please feel free to speak to me in case of any queries. Please send a reply by tomorrow, as a token of your acceptance of our offer.

Sincerely,

For Enthusiast Global Pvt. Ltd.



Shaivya Tak
Sr Manager – HR, IOC operations

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

I understand that nothing in this entire letter shall be construed in any way to guarantee continued employment for any period, and that my employment with **Enthusiast Global Pvt. Ltd.** ("Company"), if I accept, is AT WILL.

I understand that my employment is contingent upon execution of the Employment, Confidentiality, Non-Solicitation and Non-Competition Agreement, a satisfactory background check, satisfactory reference check, satisfactory completion of required Human Resources documents.

Signature: _____

Date:

Name:

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

Date: 10th January 2022

Name: Rohit Kumar Choudhary
Address: VPO, Palai Newai Tonk,
Rajasthan - 304022

Email ID- rkjat82d@gmail.com

Phone number – 7728800887

Dear Rohit,

Subject: Letter of Intent

You have been selected to join Entrust Global Group and be a part of our 'Graduate Engineer Trainee' (GET) Program- 2021.

We are excited to have you onboard with us and learn and grow professionally and personally.

Entrust Global Group is a group of companies with a multi-tier focus in a range of different industries spanning across Collectibles, Data Services, Gaming, HR Services, Niche Hobby and Healthcare Services. The Entrust India Offices have proved to be the true powerhouses of the growth we have witnessed in the past few years. From Tech Development, Customer Support to Marketing, Sales, Finance & Accounting, Research, Business Analytics and IT Infrastructure, we do all that's required to serve global markets with dynamic services, products and solutions.

The GET program at Entrust is for six months and you are required to join us on **Monday, 10th January 2022**. You shall be eligible for a monthly stipend of INR 20,000 (Twenty Thousand Rupees) during your GET Period. Your GET agreement shall be handed to you on your date of joining. At the end of GET period, basis your performance and subsequent assessment, you may be offered to join us on full time permanent rolls.

We look forward to having you as part of Team Entrust. Please feel free to speak to me in case of any queries. Please send a reply by tomorrow, as a token of your acceptance of our offer.

Sincerely,

For Enthusiast Global Pvt. Ltd.



Shaivya Tak
Sr Manager – HR, IOC operations

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

I understand that nothing in this entire letter shall be construed in any way to guarantee continued employment for any period, and that my employment with **Enthusiast Global Pvt. Ltd.** ("Company"), if I accept, is AT WILL.

I understand that my employment is contingent upon execution of the Employment, Confidentiality, Non-Solicitation and Non-Competition Agreement, a satisfactory background check, satisfactory reference check, satisfactory completion of required Human Resources documents.

Signature: _____

Date:

Name:

Enthusiast Global Private Limited

Corporate Office:

Prius Heights, Plot No. 10/11, Sector 125, Noida, Uttar Pradesh – 201303

CIN No: U74999DL2018PTC334832

Dear Aditya,

Congratulations!

You have been selected to join Entrust Global Group and be a part of our 'Graduate Engineer Trainee' (GET) Program- 2021.

We are excited to have you onboard with us and learn and grow professionally and personally.

Entrust Global Group is a group of companies with a multi-tier focus in a range of different industries spanning across Collectibles, Data Services, Gaming, HR Services, Niche Hobby and Healthcare Services. The Entrust India Offices have proved to be the true powerhouses of the growth we have witnessed in the past few years. From Tech Development, Customer Support to Marketing, Sales, Finance & Accounting, Research, Business Analytics and IT Infrastructure, we do all that's required to serve global markets with dynamic services, products and solutions.

The GET program at Entrust is for six months and you are required to join us on **Monday, 10th January 2022**. You shall be eligible for a monthly stipend of INR 20,000 (Twenty Thousand Rupees) during your GET Period. Your GET agreement shall be handed to you on your date of joining. At the end of GET period, basis your performance and subsequent assessment, you may be offered to join us on full time permanent rolls.

We look forward to having you as part of Team Entrust. Please feel free to speak to me in case of any queries. Please send a reply by tomorrow, as a token of your acceptance of our offer.

Warm Regards,

Manjot Kaur

Human Resources- IOC

Contact: +91 9899094513

Website: www.entrustglobalgroup.com

Economic Times "Best Workplaces for Women" 2021 award winner

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21 April 2022

Mrs. Shubhi Mishra
29/9, Maheshwari Mohal, Kanpur, 208001**Your appointment as Associate Consultant in Business Consulting Risk.**

Dear Shubhi,

With reference to your application and the subsequent interview(s) you have had with us, we are pleased to confirm your appointment for the above position in **Ernst & Young LLP** subject to the following terms and conditions. Further, we understand that you have appeared / will be appearing for Final exams. This appointment is subject to you clearing said exams. In case you are unsuccessful this appointment will automatically be void.

1. Job Title

You shall be designated as **Associate Consultant** in Band 5.

The designation and band are for reference only and do not entitle you to any benefit other than as has been specified in this letter, or intimated to you in writing in respect, thereof. The Management retains the right at all times to change / modify / amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

2. Annual compensation

- a. Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is **INR 7,50,000 per annum (Rupees Seven Lakh Fifty Thousand Only)**. A typical break up is provided as an Illustration in Annexure A to this Agreement.
- b. Your eligibility to performance linked bonus is driven by firm's performance bonus policy. This component, if eligible, is in addition to your annual compensation.
- c. The performance bonus scheme is subject to revision at the discretion of the Firm's Management.
- d. Besides this you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions there is an upper limit of 20 Lakh.
- e. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961.



Reg No. :- SCA/2017/14/143277

Dear Mradul Garg

We are pleased to inform you that you are selected as a Web Development intern at Euonus IT, Jaipur. Your joining date will be 10th January 2022.

Looking forward to having you as an essential part of our organization.

*** Job Location- Jaipur *Office address - A 70 Champa Nagar, Gurjar Ki Thadi, Jaipur(302019)**

***Timings- 10:00 am-7:00 pm(mon-saturday)**

NOTE: Management has full rights to terminate the job offered during the job if the candidate found nonperforming & inappropriate during work. By reverting it we consider it as the acceptance from your side.

**Authorized Signature
(HR)**

A-70 Champa Nagar, Gurjar Ki Thadi, Jaipur(302019)





EY Global Delivery Services India LLP
3rd Floor, Tower 'C',
RMZ Infinity, Old Madras Road,
Benniganahalli, K.R. Puram,
Bangalore - 560016
Karnataka , India

Tel: +91 080 6681 3000
Fax: +91 080 6681 3334
ey.com

01 June, 2022

Mr Abhishek Kumawat
130-B,
Brijmandal Colony,
Jhotwara,
Jaipur - 302012

Contact No: 9782589922
Email: abhishek2march2000@gmail.com

Dear Abhishek,

**Subject: Appointment in the position of
Associate**

With reference to your application and the subsequent interview you had with us, we are pleased to confirm your appointment for the above said position in **"EY Global Delivery Services India LLP"** (the "Firm") subject to the following terms and conditions:

Please note that this offer letter and your employment with the Firm will only be effective upon your successful completion of the educational qualification set by the Firm for this role ("Educational Qualification"). The Educational Qualification shall be commensurate to or above of the program/course which you are enrolled into, currently with the university. You are required to meet the Educational Qualification and any other condition/s as may be prescribed during the campus placement program by the Firm on or before June 2022. In the event, you have failed to meet the aforesaid prerequisites and obtain the required Educational Qualification on or before June 2022 this offer letter or your employment with the Firm will be terminated with immediate effect, at the sole discretion of the Firm.

1. POSITION:

You will be appointed in the position of **Associate** in Assurance Digital in the Firm. Your Rank will be **44**. While serving the Firm in this position, you will report to, and receive direction from the reporting manager or as may be communicated to you from time to time. As agreed, you shall join the services of the Firm at **Noida** office.

2. DUTIES AND CODE OF CONDUCT:

- a. You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavouring to the best of your ability to protect and promote the interests of the Firm.
- b. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, medical, retirement, IT policies, etc. as if these conduct rules, regulations, policies et al, were part of this contract of employment.
- c. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's internal home page or through Firm newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading and prevention of sexual harassment.

EY Global Delivery Services India Private Limited, (A private limited company with registration no. U74999KA2016PTC093751) converted into EY Global Delivery Services India LLP (a limited liability partnership with LLP Identity No. AAL – 2743) effective 30 November, 2017 Regd.Office: 3rd floor, Tower 'C', RMZ Infinity, Old Madras Road, Benniganahalli, K R Puram Bangalore - 560016, India

This file is signed using Digital Signature.



3. WORKING HOURS:

Your standard working hours will be 45 hours a week. Your work week comprises of weekly off, which will be communicated to you by your reporting manager. In view of your position in the Firm, you shall effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever your job so requires. Additionally, as mentioned in your interview process, the Firm may implement staggered work shifts, from time to time. In such an event, you shall abide by the change in the standard working hours as may be notified by the Firm to accommodate such staggered shifts.

4. DATE OF JOINING:

As per our discussion your date of joining will be **04 July, 2022**

Your initial work location will be EY Global Delivery Services India LLP, 12th, 14th, 15th and 16th Floor, Tower C, Advant Navis Business Park, Plot no-7, Sector 142 Noida, District Gautam Budh Nagar, U.P 201301.

Given the current situation, you will be onboarded virtually and can work remotely till you are specifically advised to report to a GDS facility by your counsellor or your Service Line Operations team.

5. PROBATION:

You shall be on probation for a period of six months from the date of joining the Firm. Your employment will be deemed confirmed, unless otherwise communicated to you in writing for reasons not limited to performance. During the six months probationary period for matters related to discipline or performance, the Firm reserves the right to take action in accordance to the policy of the Firm.

Please note that a confirmation letter/notification will not be issued to you upon completion of the six month probationary period.

6. ANNUAL FIXED COMPENSATION:

You shall be paid an annual fixed compensation of **INR 4,28,572/-** per annum. The annual fixed compensation will be subject to applicable taxes as per the provisions of the Income Tax Act, 1961, and will be paid to you after deduction of income tax and other applicable taxes at source. The annual fixed compensation will be paid to you monthly in arrears. It is a condition of your service that you shall abide by the Firm's policy maintaining the strictest confidentiality of your compensation information and not disclose such information to any other person within the Firm.

7. TRANSFERABILITY:

Your initial place of posting will be Noida. The Firm reserves the right to transfer you to any other location in India and/or to any other entity affiliated or associated with the Firm.

8. CONFIDENTIALITY:

- a. Compensation: You shall at all times keep the details of your compensation and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm.
- b. Use of Firm's name: You shall use the Firm name, logos, trademarks or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of Services delegated to you



to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifier in any manner other than what is already a matter of public knowledge, provided however you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients/customers/users, vendors or other Firm's

- c. Information: You shall always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm its representatives, authorized personnel, vendors, sub-contractors, clients/customers/users etc. and by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the Firm . For the purposes of this clause 'Confidential Information' means information about the Firm's business and that of its clients/customers/users, subcontractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its client/customer/user lists, employment policies, personnel, and information about the Firm's products, services, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, and all papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and shall not disclose or divulge any such information to third parties or make use of such information for your own benefit or otherwise howsoever.
- d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager and/or an authorized officer of the Firm save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm and for no other purpose or use. You will not reproduce, store in a retrieval system or transmit in any form or by any means - electronic, mechanical, photocopying, recording, scanning or otherwise - any copyrighted material or other confidential or proprietary material, which is the property of the Firm or of its clients/customers/users, for your own benefit or for the benefit of any third party, either during the term of your employment or thereafter.
- e. You acknowledge and agree that disclosure of any portion of the Confidential Information prohibited herein or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary damages, that the Firm will have no adequate remedy at law therefor, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this contract of employment. In addition the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or iii) regulatory body, any impropriety or breach of confidentiality obligations hereunder as a result of your actions, at its absolute discretion.
- f. Upon termination of your employment or otherwise upon the Firm's request, you will immediately return and surrender to the Firm , all data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, floppies, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information in the course of your employment and shall not retain any copy thereof in any form whatsoever. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause. The Firm reserves the right to alter the confidentiality agreement from time to time, as and when required.
- g. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this contract of employment and/or your employment with the Firm.



9. INTELLECTUAL PROPERTY:

In consideration of this Contract of employment and of the salary agreed to be paid in consideration hereof, you agree:

- a. The Firm shall own (as its exclusive property, free from any obligations towards you) all intellectual property developed or conceived by you solely or jointly with others during the period of your employment, (1) that are along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment, or (2) that result from or are suggested by any work which you may do for the Firm or (3) that are otherwise made through the use of Firm's time, facilities or materials;
- b. Not to disclose or utilize in your work with the Firm, any confidential information of others (including any prior employers) or any inventions or innovations of otherwise without express permission; and
- c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such intellectual property in any and all countries.

10. LEAVE:

You will be entitled to a total leave of 30 days for each completed year of service, in accordance with the leave rules of the Firm. The Firm reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

11. PROVIDENT FUND AND GRATUITY PLANS:

You will participate in the Firm's Provident Fund, and Gratuity Plans as may be applicable in the Firm as per the Payment of Gratuity Act, 1972.

12. RETIREMENT:

As per the Firm's extant policy, retirement age of the employee is 60 years. The Firm reserves the right to alter the policy from time to time and the policy in effect for the time being shall be applicable to you.

13. NOTICE PERIOD; TERMINATION:

- a. During the probation or extended probation period, either the Firm or you may terminate your contract of employment by giving one month's written notice or one month's salary which is based on annual fixed compensation, in lieu of notice, to the other party, subject to the release date being approved by the Firm. The Firm reserves the right to terminate your employment by giving you compensation equivalent to one month's salary which is based on annual fixed compensation, in lieu of the notice period.
- b. After confirmation of your service at the Firm, the contract of employment is terminable by either the Firm or by you, by giving two months' notice in writing to the other, without assigning any reasons thereof. The Firm reserves the right to pay or recover from you, two month's salary which is based on annual fixed compensation, in lieu of the notice period, subject to the release date being approved by the Firm.
- c. If termination is initiated by you, the Firm may, at its discretion, relieve you from a date it may deem fit, at any time before expiration of the notice period. The Firm will agree to the release date and salary payment in lieu of notice period. During the notice period, however, you shall cooperate with the



Firm in ensuring smooth and proper hand-over of your responsibilities, failing which the Firm shall be authorized to withhold/forfeit your dues.

- d. The Firm may also terminate/suspend your services at its discretion at any time without giving any notice or amount in lieu of notice immediately if it has been alleged and prima facie established through preliminary internal enquiry that you have committed (i) any heinous criminal act or any offense involving moral turpitude (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.), (ii) sexual harassment (adjudicated guilty as per the Firm's policy and local laws) or (iii) other act that threatens or likely to damage Firm's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Firm's policies.
- e. The Firm also expects that you voluntarily disclose details of any of the above acts to the Firm at the time of joining or during your employment with the Firm, as applicable, based on which the Firm may terminate/suspend your services at its discretion at any time immediately upon written notice to you.

14. PAST RECORD:

If any information or declaration given by you to the Firm proves to be false or if you are found to have willfully suppressed any material information, including but not limited to any information about your educational qualification, professional certification, you will be liable to be discharged from the services of the Firm, without any notice or salary.

15. RULES AND REGULATIONS:

You shall abide by the Rules and Regulations of the Firm in effect from time to time or as the Firm may communicate from time to time.

16. DUAL EMPLOYMENT:

You will be in the exclusive employment of the Firm. During your employment with the Firm, you will devote your whole time, attention and skill to your ability for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time.

17. PERSONAL DATA:

During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including without limitation your financial information, emails, addresses, telephone numbers, shareholdings, physical, physiological and mental health information, and medical records and history (your "Personal Data"). You acknowledge that the Firm may collect, use, transfer, store or otherwise process ("Process") such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes. The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements.

You hereby consent to the processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

**18. EMPLOYMENT VERIFICATION :**

Your qualifications and employment will be subject to a background check, which will be conducted by such agency/firm/establishment, whose services are contracted by the Firm, from time to time. The verification will include authentication of any factual or historical information provided by you, related to past and present data such as reference details, previous employment details, educational credentials and criminal records, etc. You are required to give your consent, by signing the background verification declaration in such a manner as may be required by the Firm. In the event that you fail to submit the documents sought by the Firm within the stipulated timeline or if any information provided by you to the Firm proves to be false or if you are found to have willfully withheld any information, the Firm reserves the right to revoke and/ or terminate this contract of employment, without any notice or compensation.

19. SUBMISSION OF DOCUMENTS:

You will be expected to mandatorily submit relevant documents as stated in Annexure A at the time or prior to joining the Firm. The list of relevant documents will be intimated to you. In the event that you do not submit the relevant documents within the stipulated time period, the Firm reserves the right to revoke and/ or terminate this contract of employment without any notice or compensation.

20. MISCELLANEOUS:

- a. The following annexures form an integral part of this agreement.
 - a) Annexure A - List of documents to be submitted
 - b) Annexure B - Illustrative compensation break-up
- b. Previous employment: You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this contract of employment, or is otherwise inconsistent with your obligations under this contract of employment. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer/organization and do not have any outstanding issues/unfulfilled employment obligation pending with your previous employer/organization having legal ramifications/consequences for you or for the Firm.
- c. Additional Documents: In addition you may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to your/your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client/customer/user request and/or (v) per the Firm's exclusive discretion.
- d. Supersedes previous contract of employment: This contract of employment supersedes and replaces any existing agreement between the Firm and you relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This contract of employment shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your undertakings in this contract of employment shall be an obligation of your executors, administrators, or other legal representatives or assigns.
- e. Severability: If any provision contained in this contract of employment is held to be invalid or unenforceable under applicable law, the remaining provisions of this contract of employment shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this contract of employment unenforceable or invalid.
- f. Privity of Contract: The terms of this contract of employment may only be enforced by a party to this contract of employment.



- g. Governing law and dispute resolution: This contract of employment, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this contract of employment the decision of the management of the Firm shall be final and binding.

Please acknowledge your acceptance of these terms and conditions of employment by signing the duplicate copy of this contract of employment and submitting the same to us for the Firm's records.

Thanking you.

Yours faithfully,
for **EY Global Delivery Services India LLP**

Signed By: Kabita Paul
Reason: Offer Letter
Location: Bengaluru
Date:06/01/2022 16:32:34

Authorized Signatory

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed:  Date: 20/2022

Name: Abhishek Kumawat



Annexure A

Dear **Abhishek**,

Please refer to the discussion that you had with us. Please note that you have to submit the following documents on the date of joining (it is mandatory to carry all documents & information listed below).

SN	Documents to be submitted on the Date of Joining	Tick Y/N
1	4 passport size photographs in formals with a white background	
2	Three printed copies of the following documents: <ul style="list-style-type: none"> Your Pan Card - Mandatory Aadhaar Card - Mandatory Your passport, voters ID, ration card, driving license or ESIC card 	
3	Single printed copies of all semester and year mark sheets, degree and provisional certificates for: <ul style="list-style-type: none"> ► Graduation/Post-graduation Note: If you are awaiting results, please submit all previous semester mark sheets, along with a copy of your last semester results	
4	Professional qualification certificates* <ul style="list-style-type: none"> *For CA qualified - Please carry your articleship completion certificate and membership certificate, along with mark sheets 	
5	For Enrolled Agent/CPA qualified/ ATT Certification - Please carry your completion certificate along with the license/certification number details	
6	Experience certificate or relieving letter from last 2 employers as applicable. Your resignation acceptance letter will also be accepted by us. However, the relieving letter should be submitted to us within 30 days of joining.	
7	PF declaration form	
8	Bank details - Account number along with the IFSC code	
9	Last drawn payslip from your previous employer	
10	Your blood group	
11	Name, address (preferably residence address) and telephone number of two references, excluding relatives. If you have prior work experience, one reference has to be from the last organization or employer.	

**Annexure B**

Name	Abhishek Kumawat	DOJ	04 July, 2022
Designation	Associate	Service Line	Assurance Digital
Rank	44		

COMPONENTS	Per Month (INR)	Annual (INR)
Basic Salary	14,286	1,71,429
House Rent Allowance (HRA)	7,143	85,714
Other allowance including flexible components 1	8,665	1,03,989
Advanced Statutory Bonus	2,220	26,640
Transport Assistance	1,600	19,200
Employer's Provident Fund (PF) contribution	1,800	21,600
Fixed compensation	35,714	4,28,572

Benefits (Estimated value)		
Insurance premium 3 (Group Medical + Group Personal Accident + Group Term Life)		24,211
Gratuity 4		8,246
Total of Benefits		32,457

Notes:

You will be eligible to participate in the GDS Variable Pay Bonus (VPB) Program, with a VPB percentage target of 5% at your rank. This target is indicative and the actual pay-out, each year, will vary based on the GDS, Service Line/Service Function and individual performance. Payment under any VPB program is subject to you being employed with the Firm as on the date of pay-out. Employees who join the Firm during the year, will be eligible for a pro-rated VPB amount, subject to meeting the guidelines of the Program. The amount is subject to income tax deduction, as per rules prescribed under the tax laws.

All the above components and benefits are as per the Firm's policies and are subject to change from time to time. Please refer to the payroll database (<http://gssconnect.ey.net/payroll/index.htm>) for a detailed breakup of your salary structure.

¹ You will also be allowed to determine your flexible components that form a part of your fixed compensation. These will be defined as per policy of the Firm which may be modified from time to time. Please refer to the payroll database (<http://gssconnect.ey.net/payroll/index.htm>) for applicable flexible components.



Insurance benefits

Benefit Type	Benefit Value	Features
Group Medical Insurance	INR 4,00,000	Floater cover for self and five dependents which includes spouse/same sex partner, children and parents/parent-in-law. The premium stated above is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal. There will be an employee contribution towards the premium. In addition to the existing INR 4,00,000 cover, employees can opt for an additional sum insured (custom-made 'top-up' health insurance benefit) at a reasonable cost to cover themselves and their dependents.
Group Personal Accident Insurance	INR 10,00,000	For self, as per policy, is being paid/incurred by the Firm on your behalf. The premium stated above is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal of insurance policy.
Group Term Life insurance	INR 12,85,716	For self, as per policy, is being paid/incurred by the Firm on your behalf. The premium stated above is the maximum amount paid/incurred by the Firm, and is subject to change every year post renewal of insurance policy.

⁴ Gratuity will be paid as per provisions under the prevailing regulations.

Komal Rijhwani
Jaipur

Date: 30th September 2022

Sub: Completion of Internship (Trainee)

Dear Komal Rijhwani,

First India team congratulates you on the successful completion of internship (Trainee) with us, from 13th March 2021 to 30th September 2022.

This is to certify that, **Ms. Komal Rijhwani** has worked with the team of "Video Editing" at First India News International Pvt. Ltd., under the guidance of **Mr. Shahnawaz** and was getting stipend of Rs. 13000/-.

We wish her all the best in her future endeavors.

With warm regards,

Authorized Signatory
For First India News International (P) Ltd.



Human Resources



PRIVATE & CONFIDENTIAL

18th July 2022

Laveena Giamalani
laveenagiamalani28@gmail.com

LETTER OF APPOINTMENT

Dear Laveena,

We are pleased to confirm our offer of employment with FleishmanHillard India, a division of Omnicom India Marketing Advisory Services Private Limited ("the Company") and you ("You" or "the Employee"). The terms and conditions of the offer are stated below and in Appendix 1, Standard Terms of Employment.

Job Title & Supervisor

1. Your job title is an **Assistant Account Executive**.
2. Your commencement date is **27th July 2022** at FleishmanHillard India's Delhi office.
3. You will report to Monika Seth, Senior Account Manager at FleishmanHillard Delhi.
4. Your standard hours of work are Mondays to Fridays from 9.00am to 6.00pm with a one (1) hour lunch break. This position requires overtime work from time to time and you will not be entitled to overtime pay.

30th October, 2022

Dear Vinita Kotwani,

Congratulations! It is our pleasure to inform you that you have been selected for 6 Months Internship Program for the Profile of **Content Writer** Intern with Ecom Shopping Solution LLP. You will be based at our Jaipur office. You will be Entitled for a Stipend Compensation of 10,000/- Rupees Only

Start Date: 1st November, 2022

The Following Terms and Conditions shall apply to you:

1. You shall not, during your training or thereafter, use or disclose to others any confidential information related to the business of the Company, obtained by you during your training with the Company.
2. You shall not publish your Research/Project report about the Company in any form in the media and the same is to be treated strictly for Academic requirements of your Institution.
3. You are requested to please signify your acceptance of the Terms and Condition here in above by signing and returning to us the duplicate copy of this letter.
4. Your Notice period will be of 1 month. And you are liable to complete that to receive the pending Remuneration in Full and Final Settlement.

Please reply back with a confirmation one mail itself. We look forward to having you on the team & wish you the very best for your future endeavours.

Sincerely,

Soham Upadhyay
HR Flipshope

Ashutosh Goyal
CEO Flipshope

ACCEPTANCE:

I have read, understood and agree to the terms and conditions as set out in this letter.

Signature:_____

Name:_____

OFFER LETTER

17th March 2022

Ms. Kumpal Pankajbhai Seth

A-1, Swastik Nagar,
Beside Anand Nagar,
Bharuch, Gujarat, 392001

Dear Ms. Kumpal Pankajbhai Seth,

Further to the personal interview and subsequent discussions, we are pleased to offer you the position of **“Area Sales Manager”** for the **“Vizstore Team”** based out of **“Surat”** on the terms and conditions discussed with you during the interview.

Your annual gross package (CTC) will be **“Rs 4,00,000/- (INR Four Lakhs Only)”**. Your joining date would be on **15th April 2022**.

A regular letter of appointment along with the Salary break up would be issued to you later. Please sign and return to us the duplicate copy of this letter as a token of your acceptance and confirm to us your date of joining.

Copies of Self Attested Documents required to be submitted at the time of joining are as under-

- a) All Educational qualifications SSC onwards.
- b) PAN Card.
- c) Aadhar Card.
- d) Two Photographs.
- e) Previous Experience Letters.

Thanking You.

Yours faithfully,

For Flipspaces

Read understood and accepted.

Ms. Kumpal Pankajbhai Seth



January 03, 2022

Mr. Sameer Sharma
S/O Sanjeev Sharma.
Court Road, Gurjar Padi Mohalla behind Ashok Talkies,
Alwar, Rajasthan- 301001

Sub: Joining Letter

Dear Sameer Sharma,

Welcome to FLIT WEBS PRIVATE LIMITED (FLITWEBS). We are glad that you have accepted our offer and look forward to you being a part of our family.

We are pleased to inform you that your Internship at FLITWEBS will commence on **17th January 2022** at **Jaipur**, at the position of **Software Development Engineer (SDE) - Intern**.

Contact Person: Miss. Uma Sharma
Phone: 09672721721
Email Id: uma@flitwebs.com
(Contact Hours: Monday - Saturday, 10 AM to 7 PM)

We are sure you are as excited to be a part of this great family, just as we are to have you with us. Together, let us take FLIT WEBS to greater heights! Wish you the very best!

Private and Confidential

Company Confidential - This communication is confidential between you and Flit Webs Private Limited.



Services - Offer for Employment - Anshu Sethi

Inbox

**Services - Offer for E...** Yesterday

to me, priya.tirthani ^



From Services - Offer for Employment - Anshu Sethi •
no-reply@employee.zucol.in

To sethianshu66720@gmail.com

Cc priya.tirthani@zucol.in

Date 16 Mar 2022, 10:08 AM



Standard encryption (TLS).

[See security details](#)

Dear Anshu Sethi

Greetings from Services !!

*We are pleased to offer you
the position of Expert and
your Date Of Joining would be
March 24th, 2022.*

*A formal letter shall be issued
to you on your joining. You are
requested bring the following
documents(Original &
Photoconv both) at the time of*

Friscon Solutions

Jaipur

Date: 30.11.2021

Mr./Ms. Ayush Sharma

Subject: Offer Letter

Dear

It is with great pleasure that we offer you the role of Subject Matter expert/writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.12.2021. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

This offer letter is valid for five working days starting from 30.11.2021 where after it shall automatically expire without any renewal. You are therefore requested to accept the same within the prescribed timeline.

Friscon Solutions has 6 days working week. Your probation/training period will be of 2 months. During the probation/training period, you will not be allowed any kind of leave. **After the tenure of your training/probation period, your salary will be revised with a hike of minimum 20% depending on your performance and reviews from team leads.** In case of resigning after your training/probation period, you are obliged to serve a notice period of minimum 20 days which will be applicable from the date of approval of your resignation.

In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

Please bring copies of the following documents at the time of joining along with the original copies for verification (wherever applicable).

1. Passport size Photographs – 2
2. All Educational Certificate
3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For Friscon Solutions

Authorized Signatory

ANUJ
GOYAL

Digitally signed by ANUJ GOYAL
DN: c=IN, o=Personal,
postalCode=302031,
st=Rajasthan,
serialNumber=EFAA559745F8C9
FF042AFEDC19CD7FC62609389
89387988FF145A27CDBCEFD,
cn=ANUJ GOYAL
Date: 2021.11.29 16:20:55 +05'30'

C-121, Golden Nest, Mangal Marg, Bapu Nagar, Jaipur (Raj.)

Friscon Solutions

Jaipur

Date: 10.01.2022

Mr./Ms. Prabhanshu Kumar

Subject: Offer Letter

Dear Prabhanshu,

It is with great pleasure that we offer you the role of Management Academic Expert/Writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (Fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 10.01.2022. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

This offer letter is valid for five working days starting from 15.01.2021 where after it shall automatically expire without any renewal. You are therefore requested to accept the same within the prescribed timeline.

Friscon Solutions has 6 days working week. Your probation/training period will be of 2 months. During the probation/training period, you will not be allowed any kind of leave. **After the tenure of your training/probation period, your salary will be revised with a hike of minimum 20% depending on your performance and reviews from team leads.** In case of resigning after your training/probation period, you are obliged to serve a notice period of minimum 20 days which will be applicable from the date of approval of your resignation.

In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

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3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory

Friscon Solutions

Jaipur

Date: 30.11.2021

Mr./Ms. Praful Gupta

Subject: Offer Letter

Dear

It is with great pleasure that we offer you the role of Subject Matter expert/writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.12.2021. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

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3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory

ANUJ
GOYAL

Digitally signed by ANUJ
GOYAL
DN: c=IN, o=Personal,
postalCode=302031,
st=Rajasthan,
serialNumber=EFAA559745F8
C9FF042AFEDC19CD7FC8260E
9589B93879B8FF145A27CD8
CEFD, cn=ANUJ GOYAL
Date: 2021.11.29 16:40:37
+05'30'

C-121, Golden Nest, Mangal Marg, Bapu Nagar, Jaipur (Raj.)

Friscon Solutions

Jaipur

Date: 30.11.2021

Mr./Ms. Rohit Triphathi

Subject: Offer Letter

Dear

It is with great pleasure that we offer you the role of Subject Matter expert/writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.12.2021. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

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In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

Please bring copies of the following documents at the time of joining along with the original copies for verification (wherever applicable).

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3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory

ANUJ
GOYAL

Digitally signed by ANUJ GOYAL
DN: cn=ANUJ GOYAL,
serial=304031,
c=IN,
email=anujgoyal@frisconsolutions.com,
o=ANUJ GOYAL,
ou=ANUJ GOYAL,
date=2021.11.29 13:59:40
+05'30'

C -121, Golden Nest, Mangal Marg, Bapu Nagar, Jaipur (Raj.)

Friscon Solutions

Jaipur

Date: 30.11.2021

Mr./Ms. Sahil

Subject: Offer Letter

Dear

It is with great pleasure that we offer you the role of Subject Matter expert/writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.12.2021. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

This offer letter is valid for five working days starting from 30.11.2021 where after it shall automatically expire without any renewal. You are therefore requested to accept the same within the prescribed timeline.

Friscon Solutions has 6 days working week. Your probation/training period will be of 2 months. During the probation/training period, you will not be allowed any kind of leave. **After the tenure of your training/probation period, your salary will be revised with a hike of minimum 20% depending on your performance and reviews from team leads.** In case of resigning after your training/probation period, you are obliged to serve a notice period of minimum 20 days which will be applicable from the date of approval of your resignation.

In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

Please bring copies of the following documents at the time of joining along with the original copies for verification (wherever applicable).

1. Passport size Photographs – 2
2. All Educational Certificate
3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory

ANUJ
GOYAL

Digitally signed by ANUJ GOYAL
DN: c=IN, o=Personal,
postalCode=302031, st=Rajasthan,
serialNumber=EFAA550745F8C8F0
42AFEDC19CD7F C8260E9589B9387
98BFF7145A27CDBCEFD, cn=ANUJ
GOYAL
Date: 2021.11.29 16:25:43 +05'30'

C-121, Golden Nest, Mangal Marg, Bapu Nagar, Jaipur (Raj.)

Friscon Solutions

Jaipur

Date: 30.11.2021

Mr./Ms. Urvashi Harsh

Subject: Offer Letter

Dear

It is with great pleasure that we offer you the role of Subject Matter expert/writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.12.2021. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

This offer letter is valid for five working days starting from 30.11.2021 where after it shall automatically expire without any renewal. You are therefore requested to accept the same within the prescribed timeline.

Friscon Solutions has 6 days working week. Your probation/training period will be of 2 months. During the probation/training period, you will not be allowed any kind of leave. **After the tenure of your training/probation period, your salary will be revised with a hike of minimum 20% depending on your performance and reviews from team leads.** In case of resigning after your training/probation period, you are obliged to serve a notice period of minimum 20 days which will be applicable from the date of approval of your resignation.

In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

Please bring copies of the following documents at the time of joining along with the original copies for verification (wherever applicable).

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2. All Educational Certificate
3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory

ANUJ
GOYAL
Digitally signed by ANUJ GOYAL
DN: c=IN, o=Personal,
postalCode=302031, st=Rajasthan,
serialNumber=DFAA259745F8C3F
042AFEDC19CD7FC8260E9589B93
879B8FF145A27CDBCEFD,
ou=ANUJ GOYAL
Date: 2021.11.29 16:32:14 +05'30'

C-121, Golden Nest, Mangal Marg, Bapu Nagar, Jaipur (Raj.)

Friscon Solutions

Jaipur

Date: 14.02.2022

Mr./Ms. Yug Singhal

Subject: Offer Letter

Dear Yug,

It is with great pleasure that we offer you the role of Technical Academic Expert/Writer for Friscon Solutions.

Your total monthly cost of company will be Rs. 15000/- (Fifteen Thousand Only). You will be working at the registered office premises of Friscon Solutions.

Any income tax applicable on your remuneration or any other payment made by the Company in respect to taxes will be borne by you and as required by law, will be deducted at source.

We would appreciate if your start date is not later than 01.02.2022. Please return the duplicate copy of this letter duly signed in token of you having accepted this employment offer.

This offer letter is valid for five working days starting from 05.02.2022 where after it shall automatically expire without any renewal. You are therefore requested to accept the same within the prescribed timeline.

Friscon Solutions has 6 days working week. Your probation/training period will be of 2 months. During the probation/training period, you will not be allowed any kind of leave. **After the tenure of your training/probation period, your salary will be revised with a hike of minimum 20% depending on your performance and reviews from team leads.** In case of resigning after your training/probation period, you are obliged to serve a notice period of minimum 20 days which will be applicable from the date of approval of your resignation.

In case, where you do not perform up to the general expectations of the company during your training/probation period and you are being terminated, then you will be eligible for only 50% of your payout (where you completed minimum 1 week). Also, during training/ probation period, if you opt for leaving the company then you will not be eligible for any kind of compensation from the company.

Please bring copies of the following documents at the time of joining along with the original copies for verification (wherever applicable).

1. Passport size Photographs – 2
2. All Educational Certificate
3. Appointment Letter / Salary Certificate / Pay slip from previous employer (if applicable)
4. Release letter / Copy of Resignation Letter (last employment)
5. Aadhaar Card / PAN

We welcome you to the Friscon Solutions Family!

For **Friscon Solutions**

Authorized Signatory



Pinnacle Infotech Solutions

IT-A-016-E, MAHINDRA SEZ, RAJASTHAN, JAIPUR - 302037
www.pinnaclecad.com | Global BIM Leader

Divyakant Chawara

Date: 30th Dec, 2021

Candidate ID: 28220523

Subject: Offer for Apprenticeship

Dear Divyakant,

Further to your application for Apprenticeship/ Training with us and the subsequent selection process, we are happy to induct you in our Company as Apprentice / Trainee.

Your date of your joining would be in the month of July, 2022. Exact date of joining will be shared to you one month prior to the date. You will be entitled for a monthly stipend of Rs. 18000/- (Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us within 15 days. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.

Welcome to Pinnacle Infotech Solutions.

Yours sincerely,

S Raghunathan

Assistant General Manager - HR

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

DIVYAKANT CHAWARA *Divyakant*
Your name in capital letters Your Signature

Date: 12/01/2022

Location: JAIPUR



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Letter of Intent

1 message

Sonal Vyas <vyassonal2000@gmail.com>

Mon, May 1, 2023 at 3:35 PM

To: "aditi.khullar@jecrcu.edu.in" <aditi.khullar@jecrcu.edu.in>

----- Forwarded message -----

From: **Recruiting** <noreply@jobs.amazon.com>

Date: Sat, Aug 6, 2022, 2:47 PM

Subject: Letter of Intent

To: vyassonal2000@gmail.com <vyassonal2000@gmail.com>

Hello Sonal,

Name: Sonal Vyas

Dear Sonal Vyas

With reference to your application and subsequent assessments you had with us, we are pleased to inform you that you have been shortlisted for the position of **Virtual Customer Service Associate** on a **Fixed Term Employment** for term less than 12 months at Jaipur facility of Amazon Development Center India Pvt. Ltd. (the "company").

Please treat this as a letter of intent ("LOI") valid for a period of 120 days from the date of issue of this letter upon expiry of which the letter of intent will expire without any further conditions or liabilities on your or our side unless an Offer Letter duly executed by the Company is issued to you before the expiry of the aforesaid 120 day period. The issue of an Offer Letter to you is subject to the Company's future business requirements and will be issued at the sole discretion of Amazon. Upon issue of the Offer Letter, this LOI stand automatically terminated. This LOI shall also be terminated automatically in the event you take up employment with another person (other than the company) before issue of the Offer Letter.

You are required to submit the following documents:

- Copies of the Educational Certificate (from Class 10th till the highest education)
- Relieving letter from the previous employer/s (if applicable)
- Service letter from the previous employer/s (if applicable)
- Last payslip from the previous employer/s (if applicable)
- Form 16 (if applicable)
- Address Proof
- Passport Size Photographs (6)
- Copy of PAN card

Upon signing the Offer Letter, you would be eligible to a Base Pay of Rs. per annum The same may be revised at the time of the issuance of an Offer Letter as per prevailing levels of pay at the time of issue of the Offer Letter. The amounts stated herein are only indicative and in no way a binding commitment on the Company's part. In addition, you will be eligible for benefits as per company policies.

You are hereby notified that you are not employed in the absence of a signed Offer Letter. This LOI relates only to

your potential employment with the Company and does not constitute an offer of employment with respect to the Company or any affiliate or related entity. Further, this LOI does not create or vest any rights in you to be issued an Offer Letter whether within the 120 day period referred to herein or thereafter or with respect to the base pay as mentioned herein.

In the event that you receive an offer of employment from any other employer (apart from the Company), you are requested to immediately intimate the Company in writing of such offer.

You are required to return the duplicate copy of this letter duly signed indicating your acceptance of the terms and conditions stated above. Acceptance of this LOI will be construed as a confirmation that you do not have any obligations arising from any contract or otherwise in favor of a prior employer or third party, which would impose restrictions on your ability to accept employment with the Company and carry out your Company related functions and duties upon employment, if and once the Offer Letter is issued.

For any queries, please feel free to write to us on csind-onboarding@amazon.com

Yours sincerely,

AMAZON DEVELOPMENT CENTRE (INDIA) PVT LTD

Thank you,
Amazon Recruiting Team

Replies to this message are undeliverable. Please do not reply.

You can contact us at www.amazon.com/csapplicationhelp and click the 'Email Us' or 'Chat with Us' button if you have any questions or need additional assistance.



GENESYS MEDIA NETWORK PVT. LTD.

#E-168, Sec-63, Noida, UP-201301
Mail: Kumar@Gbn24.com, Web: www.gbn24.com, Hello : +91-77948-00000

14-12-2022

Mr. Aashish
Noida (UP)

Dear Aashish,

Congratulations! We are pleased to confirm that you have been selected to work for Genesys Media Network Pvt. Ltd. We are delighted to make you the following job offer.

The position we are offering you is that of Correspondent at a monthly salary of 9,000/- Per Month with an annual cost to company 1,08,000/-. Your working hours will be from [9:30 AM to 6PM], Monday to Saturday.

We would like you to start work on 10 Dec 2022 at 09:30 AM, Please report to Mrs. Sapna Bhardwaj (HR Manager), for documentation and orientation. If this date is not acceptable, please contact me immediately.

Please sign the enclosed copy of this letter and return it to me by 18 Dec 2022 to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of our Genesys Media Network Pvt. Ltd. and look forward to working with you.

Sincerely,

Kumar Saurav
(Founder & CEO)
Genesys Media Network Pvt. Ltd

Genesys Media Network Pvt. Ltd.

Director

GBN24 NEWS AVAILABLE ON



JIO FIBER
CHANNEL NO. 1052



ROCK TV
CHANNEL NO. 217



Jio Fiber

JioTV

MXPLAYER

TATA

sky

ROCK TV

paytm

dailyhunt

EMPLOYMENT AGREEMENT

This **Employment Agreement ("Agreement")** is made on this **2/3/2022 ("Execution Date")** by and between:

1. **Girnar Software Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at Girnar 21, Govind Marg Moti Doongari Road, Dharm Singh Circle Jaipur Rj 302004 India (hereinafter referred to as "**Company**", which expression shall, unless repugnant to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns), of the **FIRST PART**;

AND

2. **Ms. Shivani Agarwal** Son/daughter/wife of **Manoj Kumar Agrawal**, resident of **Ward No- 13, Shakti Nagar Gali, Gothan, Nagaur, Rajasthan-342902**(holding PAN Card bearing number **DJIPA5745J** hereinafter referred to as "**Employee**") of the **SECOND PART**.

Company and Employee are hereinafter individually referred to as a "**Party**" and collectively as "**Parties**" as the context may require.

WHEREAS:

- A. Company is *inter alia* engaged in the business of software development and software maintenance. Company has multiple domains in India including auto, telecom & e- commerce.
- B. Company desires to recruit a suitable candidate for the post of **Sales Executive**
- C. Employee has represented that he has the requisite qualifications and competence for the post of **Sales Executive**.
- D. Relying on the representations of Employee, Company desires to offer employment to Employee as **Sales Executive** on the terms and conditions mentioned in this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, understandings and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Girnar Software Pvt. Ltd.

Regd. Office : 21 Gimar, Govind Marg, Moti Doongri Road, Dharam Singh Circle, Jaipur-302004, Rajasthan.

Corporate Office (Gurgaon) : 4th & 11th Floor, Tower B, Emaar Digital Greens, Golf Course Extension Road, Gurugram - 122102

Corporate Office (Jaipur) : 5th & 6th Floor, Jaipur Textile Market, B-2, Near Model Town, Malviya Nagar, Jaipur-302017

1. Defined terms and interpretations

1.1 Definitions

In this Agreement, unless the context clearly indicates a contrary intention, and in addition to the terms defined in the body of the Agreement, the following words or expressions shall have the meaning assigned herein: **“Affiliate”** means, in relation to any Person, any entity controlled, directly or indirectly, by that Person, any Person or entity that controls, directly or indirectly, that Person, or any entity under common control with that Person or, in the case of a natural Person, any Relative of such Person. Without limiting the generality of the above, a holding or subsidiary company of any entity shall be deemed to be an Affiliate of that entity.

“Agreement” means this Employment Agreement.

“Applicable Law” means any applicable law, rule, regulation, ordinance, order, treaty, judgment, notification, decree, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter, in any jurisdiction.

“Business” means the business of: (a) providing online portals for new and second hand vehicles and various services; (b) providing online portals for comparison shopping; (c) software development and outsourcing of software products; (d) search engine optimization; and (e) such other business as may be carried out by Company and its Affiliates from time to time;

“Business Day” means a day (excluding Saturdays and Sundays) on which banks are required to open in Jaipur, Rajasthan, India and Gurgaon, Haryana under Negotiable Instrument Act, 1881, for the transaction of normal banking business.

“Cause” has the meaning set out in Clause 10.3 hereof.

“Confidential Information” has the meaning set out in Clause 9.1 hereof.

“Disability” has the meaning set out in Clause 10.2 hereof.

“Effective Date” means as defined in Clause 2.1.

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“Inventions” has the meaning set out in Clause 6.1 hereof

“Indian Rupees”, “Rupees” and the sign **“Rs.”** shall mean the lawful currency of the Republic of India.

“Non-Solicitation Period” has the meaning set out in Clause 10.4 hereof.

“Permanent Disability” has the meaning set out in Clause 10.2 hereof.

“Person” means any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under Applicable Law.

“Prior Invention” shall have the meaning ascribed to in Clause 7.1 hereof.

“Relative” has the meaning ascribed to the term in Applicable Law.

“Policies” has the meaning ascribed to in Clause 4.4 hereof.

1.2 Interpretation

Unless the context of this Agreement otherwise requires:

- 1.2.1. the index hereto and headings and titles herein are used for convenience of reference only and shall not affect the construction of this Agreement;
- 1.2.2. words of any gender are deemed to include those of the other gender;
- 1.2.3. words using the singular or plural number also include the plural or singular number, respectively;
- 1.2.4. the terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- 1.2.5. heading and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;

Girnar Software Pvt. Ltd.

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- 1.2.6. reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision;
- 1.2.7. reference to the word “include” shall be construed without limitation;
- 1.2.8. if any provision in Clause 1.1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.2.9. when any number of days is prescribed in any document, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day does not fall on a Business Day, in which case the last day shall be the next succeeding day which is a Business Day; and
- 1.2.10. Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

2. TERMS OF EMPLOYMENT

2.1 Term of Employment

- (a) Company hereby agrees to appoint Employee as **Sales Executive** and Employee hereby agrees to serve Company from **2/3/2022 (“Effective Date”)**, under the terms set forth in this Agreement. Employee shall be on probation for period of three (3) months (**“Probation Period”**). This period may be extended at Company’s discretion. On successful and satisfactory completion of the Probation Period Employee will receive the confirmation in writing subject to a satisfactory performance review on completion of Probation Period. Employee will be deemed to be on probation unless a letter of confirmation in writing is issued by Company.
- (b) Company may terminate Employee’s employment at any time during the Probation Period by issuance of notice as per Company’s Notice Period Policy or by paying salary in lieu of notice period. However, at the time of leaving, Employee will ensure that all his/her on-going activities are successfully completed and handed over as per Company guidelines on the separation process.

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2.2 Place of Employment

(a) Employee's primary place of employment, until further notification shall be at Company's offices located at Jaipur. Company may from time to time require Employee to travel to other locations (whether in or outside India) in connection with the employment and Employee shall do so accordingly.

(b) Further, Company reserve the rights to transfer Employee in such other capacity as Company may determine, to any department/section, location, into any group companies and/or Affiliates or any other company or legal entity, as part of its contractual commitment to render any specific services to such other company or legal entity, or as part of any transfer of undertaking of Company or as part of any restructuring or amalgamation or such other plan implemented by Company or by which Company is bound, on such terms and conditions as applicable to such plan. In such a case, Employee will be governed by the terms and conditions of the service applicable at the new placement location.

(c) It is clarified that Company shall reimburse the cost of relocation to Employee in accordance with its then relevant policy.

3. SCOPE OF WORK

During the course of his employment, Employee shall perform such duties, functions and responsibilities as the senior authority shall from time to time determine and entrust to him. Employee shall provide his services in accordance with the directions of the senior authority.

Employee also agrees to refrain from engaging in any activity that does, will or could reasonably conflict with the best interests of Company and also agrees that he/she will not take any action that exceed the authority assigned to him/her.

4. HOURS OF WORK, HOLIDAYS, LEAVE ENTITLEMENT

4.1 During the course of his employment, Employee shall devote all of his professional and business time, attention and energies to the business and affairs of Company. During the course of his employment, Employee shall not hold any other executive or managerial post in any entity other than Company without the prior written approval of Company.

4.2 Matters related to hours of work, holidays and leave shall be as stated in the relevant Policies from time to time. Without prejudice to the above, Employee shall ordinarily be required to be personally present at his place of work between the hours 9:30 A.M. to 6:00 P.M.

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4.3 Employee shall, at all times, be required to carry out the duties and responsibilities assigned to him by the senior authority, faithfully and diligently and in compliance with the established policies and procedures, endeavoring to the best of his/her ability to protect and promote the interests of Company.

4.4 From time to time Company may formulate and modify various policies ("Policies") regarding leave, superannuation, promotion, performance assessment, access to Company's premises and data, software, Internet and e-mail usage, and such other matters related to employment. Such Policies and changes thereto shall be informed to Employee from time to time. Employee shall acquaint himself with such Policies and revisions thereto and adhere to the same in addition to the terms and conditions contained herein, irrespective of whether Employee thinks of such revisions as detrimental to his interests.

4.5 Medical Insurance: Company facilitates Employee Medical Insurance cover for Employee, Spouse and 2 (two) children through external agency subject to terms and conditions of the scheme. Company reserves the right to change nature, content and coverage of Medical Insurance Scheme or scheme provider per prevalent Company policy from time to time.

4.6 Shuttle Benefit: Company facilitates Shuttle benefit to employees to travel to and from designated metro stations to identified office location in Gurgaon in morning and evening as per set schedule. This Service is provided to Employee at applicable charges as per Company policy. Company reserves the right to change nature of service per prevalent Company policy from time to time.

5. REMUNERATION

5.1 Salary

- (a) Employee's remuneration for the services rendered by him shall initially be as set forth in Schedule A, which may be amended by Company from time to time. The remuneration will accrue on a daily basis and will be payable monthly in arrears.
- (b) Employee acknowledges and understands that Company may, due to business reasons, reduce the remuneration at any time. Company shall however keep Employee informed about such change in remuneration.

Girnar Software Pvt. Ltd.

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(c) Employee's salary package is based on, besides his/her overall experience level in the industry, his/her educational qualifications and the experience and knowledge level assessed at the time of selection, particularly in the skill sets relevant. Therefore, the salary package offered to Employee is peculiar and personal to Employee. Any comparison of the same with the salary packages of other employees, based purely on the total experience level in the industry, may be unrealistic, misleading and invidious. Employee will appreciate that information relating to Employee's salary package/remuneration is strictly confidential and hence Employee is requested to maintain this Confidentiality.

5.2 Taxes

The payments made and other benefits given to Employee by Company for the services rendered to Company shall be subject to such withholding taxes or taxes deducted at source, as may be required under applicable law(s) at relevant points in time.

Employee shall be liable for any income tax and all other applicable taxes arising out of such payments and benefits. Company assumes no responsibility for Employee's personal tax affairs and his/her tax liability in respect of his/her compensation (including the responsibility of filing his/her income-tax returns) will be entirely Employee's responsibility.

6. INVENTION ASSIGNMENT RIGHT

6.1 Employee agrees to make full and prompt disclosure in writing and provide a record to Company in such form as Company may require of all inventions, improvements, discoveries, methods, developments, software, and works of authorship, whether or not patentable or copyrightable, which are created, made, conceived or reduced to practice by Employee or under his direction or jointly with others during the employment, whether or not during normal working hours or on the premises of Company or any of its Affiliates (all of which are collectively referred to in this Agreement as "**Inventions**").

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Corporate Office (Jaipur) : 5th & 6th Floor, Jaipur Textile Market, B-2, Near Model Town, Malviya Nagar, Jaipur-302017

- 6.2 All Inventions are developed as works for hire. Employee acknowledges that the intellectual property rights in the Inventions or any other work of Employee in the course of the employment shall be the proprietary property of Company and solely owned by Company, and all rights, title and interests therein shall vest in Company unconditionally and immediately upon the inception, creation, fixture or development. Employee shall not under any circumstances be entitled to use the same for any purpose other than that of the business of Company and with the specific authorization from Company. Employee shall also not be entitled to claim author's special rights or other similar right under any law of any country for the time being in force and waives all such rights. Provided that if any law for the time being in force requires that such works, innovations, inventions or other Intellectual Property requires to be assigned to Company, for Company to become the absolute owner thereof, Employee hereby agrees to absolutely and unconditionally assign to Company (or any Person or entity designated by Company) all his right, title and interest in and to all Inventions and all intellectual property rights therein, as and when such Inventions and intellectual property rights are created. Such assignment shall, to the extent permissible by Applicable Law, be automatic, without requiring any further acts by either Party. The assignment shall not lapse by virtue of Company choosing not to exercise the rights assigned Employee shall cooperate fully with Company to enable Company to procure, maintain and enforce the intellectual property rights in such Inventions and other works. Employee shall execute all such documents and do such acts as may be reasonably necessary to formalize the assignment (if such documents or acts are required or desirable) of such Inventions and intellectual property rights to Company (or any other Person designated by Company), to protect Company's rights thereto, and/or to enable Company to enjoy the full benefits as the owner thereof. This provision shall survive the termination of the Agreement. Any expenses required to be incurred for applying for patents, copyright and other registrations of the Invention and assignment of the same shall be borne by Company.
- 6.3 Furthermore, to the extent permissible under Applicable Law, if Company decides to apply for patents or other protection of such an Invention, Employee hereby irrevocably authorizes Company to appoint a person to act as attorney to do all such things and execute all such documents as may be necessary for or incidental to granting Company the full benefit of such Inventions. Employee also consents to waive any moral rights relating to any existing or future works created by Employee during the course of his/her employment.

7. PRIOR INVENTIONS

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- 7.1 If prior to the commencement of the employment, Employee has, either independently or in the course of his previous employment, made any inventions or innovations or authored any works or developed any Intellectual Property (together "Prior Inventions") which belong to him, he shall identify the same in a separate document and attach it to the Agreement as Schedule B. Employee shall also indicate the ownership of such Prior Inventions and if he is the owner, the terms of license or other right that Employee has granted third parties. In the event that Schedule B is blank, it shall be deemed that there are no Prior Inventions.
- 7.2 Employee shall ordinarily refrain from using in the course of his employment any Prior Inventions. However, if Employee does use such Prior Inventions in the course of his employment Company shall be deemed to have been granted all right and interest to the same, or where this is not possible, Company shall have a fully royalty-free, non-exclusive, perpetual, worldwide license to use such Prior Inventions in such manner as may be deemed fit. Where possible such license shall be exclusive to Company.
- 7.3 Employee shall also ensure that he shall not in any manner whatsoever use any Confidential Information or Intellectual Property that was procured in the previous employment of Employee or that Company is otherwise not entitled to use.

8. NON-SOLICITATION

8.1 Employee further undertakes to Company that:

8.1.1 Employee shall not, in any manner directly or indirectly during the period of his/her employment with Company and for a further period of 24 (twenty four) months from the date he/she ceases to be in the employment of Company ("Non-Solicitation Period"):

- (i) call upon, cause to be called upon, solicit or assist in the solicitation of, any client, customer, supplier or contractor of Company or its Affiliates for the purpose of selling, supplying or making provision for any product or service competing with the products and services of Company or its subsidiaries or request, recommend or advise any client, customer, supplier or contractor to cease or curtail doing business with Company or its Affiliates;
- (ii) be concerned or associated with any business directly or indirectly manufacturing, operating, selling, distributing, offering or providing products or services in any manner whatsoever which compete with the then current business of Company;

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- (iii) induce or attempt to induce any customer/client of Company to cease to be a customer/client of, or to restrict or vary the terms of the contract to, Company or otherwise interfere with the relationship between such a customer/client and Company (save and except actions taken during the course of his employment with Company in exercise of his power and authority as an employee of Company and in what he reasonably believes to be the interest of Company);
- (iv) solicit, employ, engage or seek to employ or engage any individual or entity, on behalf of the new employer or any entity other than Company, or advise any employee or director of Company or its Affiliates to terminate their employment or engagement with Company or its Affiliates, who is employed or had been engaged by Company or its Affiliates or who was employed or engaged by Company or its Affiliates during the 12 (twelve) month period preceding the date of the purported solicitation/employment/engagement.
- (v) Disclose any Confidential Information or trade secret of Company or any of its Affiliates to any unauthorized person or persons or misuse the Confidential Information or trade secrets of Company or any of its Affiliates.

8.2 Employee confirms and acknowledges that each of the covenants contained herein above shall be a separate covenant and shall be enforceable separately and independently of any of the other covenants against Employee and its validity shall not be affected if any of the others is invalid; if any of the covenants is void but would be valid if some part of the covenant were deleted the covenant in question shall apply with such modification as may be necessary to make it valid.

8.3 Employee acknowledges and agrees that in the context of Company's business and Employee's relationship with Company, the foregoing covenants and other limitations with respect thereto are essential to protect the goodwill and interests of Company and its Affiliates.

8.4 Employee hereby acknowledges that the restrictions under this Clause 8 are fair and reasonable as to subject matter, geographical scope and duration, and are reasonably necessary to protect the value of Company and its Affiliates and associated goodwill.

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8.5 Employee further acknowledges that: (i) any breach or threatened or attempted breach of any provision of this Clause 8 by him could cause irreparable harm to Company; (ii) monetary damages might not be sufficient or adequate to protect Company's interests under this Clause 8; (iii) Company shall, in addition to all other applicable remedies it is entitled to, shall also be entitled, to prevent a breach of this Clause 8, to injunctive relief and/or specific performance of this Clause 8 or other equitable remedy without being required to prove damages or furnish any bond or other security. Employee represents that: (a) he possesses various skill sets which he can deploy once he ceases to be an employee of Company without breaching the restrictions under this Clause 8; (b) his experience and knowledge will enable him to earn an adequate living pursuing activities without breaching the restrictions under this Clause 8; and (c) injunctive relief will not prevent him from providing for himself and his family.

9. CONFIDENTIALITY

9.1 Employee acknowledges that during the course of his employment with Company, he will have access to and/or will possess trade secrets and other confidential information of Company and its suppliers and customers, including Company's business plans, technological and strategic initiatives, marketing programs, details of suppliers and customers, pricing and credit techniques, information concerning dealings, transactions or affairs of Company or any of its Affiliates, program codes, software design know-how, research and development activities, private processes, and books and records whether in written, oral, visual, digital, electronic, website based or by any other media or in any other form irrespective of whether such information is explicitly designated as confidential ("**Confidential Information**"). To protect the Confidential Information and the goodwill of Company, Employee undertakes to Company that he shall not, without the express written permission of Company, use or disclose (either personally or through an agent or otherwise, directly or indirectly) or allow to be used or disclosed:

9.1.1 Any such Confidential Information; or

9.1.2 Any trade name used by Company, or any other name similar to such a trade name.

9.2 In furtherance of Clause 9.1 above, all memoranda, notes, records or other documents, made or compiled by Employee or made available to him during the course of his employment, which contain Confidential Information, if in the possession or under Employee's control shall be delivered to Company, or on Company's instructions destroyed by Employee, upon termination of his employment.

9.3 Further, Employee agrees to observe all of the following:

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- 9.3.1 Employee shall protect the Confidential Information received with all reasonable care so as to ensure that the same does not fall into the hands of third parties or is not put to unauthorised use;
- 9.3.2 Employee shall not disclose, transmit or reproduce in any form and manner the Confidential Information except with the prior written consent of Company; and
- 9.4 Employee's confidentiality obligations under this Clause 9 shall continue in perpetuity except in the following circumstances:
- 9.4.1 If Employee is required by any court of law or statutory, regulatory or quasi-judicial authority to disclose any Confidential Information;
- 9.4.2 If the Confidential Information in question is in the public domain without any breach of this Clause 9 or other confidentiality obligation. Employee shall immediately on coming to know that such information has become generally known or available inform Company of the same;
- 9.4.3 If Employee receives the Confidential Information in question from any third party who has obtained the same lawfully.
- 9.4.4 Is known to Employee at the time of receipt of such information. Employee shall immediately on receipt of such information disclose to Company that such information was already in his possession and furnish satisfactory proof in this regard to Company
- 9.5 Employee undertakes to indemnify and keep indemnified Company against any and all claims, damages, losses etc., which Company might suffer, on account of unauthorised use of Company property and Confidential Information by Employee, as also on account of breach by Employee of any of the other terms and conditions contained herein, which survives Employee's termination.
- 9.6 Employee shall not attempt, for any reason whatsoever, except with prior express written permission from Company, access any databases, including but not limited to customer database and other confidential data of Company, which Company has expressly prohibited Employee from accessing. Employee also understands that, for any reason, should he gain access to such Confidential Information, Employee shall immediately inform Company of the same and the reasons for gaining such access/intrusion. Employee undertakes, under such circumstance, to maintain utmost confidentiality of such Confidential Information.

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9.7 Employee understands that the confidentiality clause and other clauses contained herein, which require Employee to maintain confidentiality of Company information, shall survive the termination of the Agreement. If Employee fails to honour the confidentiality obligations, whether during the subsistence of the Agreement or thereafter, Employee understands that, Company reserves the right to initiate any action that it may deem fit against Employee, including but not limited to an action for injunctive relief, suit for damages, and other legal remedies.

9.8 The provisions of the Agreement for the protection of Confidential Information shall apply notwithstanding that Employee has without authorisation or inadvertently obtained access to or otherwise come into possession of such Confidential Information.

9.9 In order to secure or preserve Confidential Information, Company shall have the right at all times to deactivate, disable, remove or prevent access to any Company property, including computers, servers, computer networks, email accounts, databases, storage, and vehicles.

10. TERMINATION OF EMPLOYMENT

10.1 Company may terminate Employee's employment at any time during the Probation Period by issuance of notice as per Company's Notice Period Policy or by paying salary in lieu of notice. Post completion of Probation Period, Company may terminate Employee's Employment by issuance of notice as per Company's Notice Period Policy or by paying salary in lieu of notice.

10.2 Termination of Employment for Disability

During the period of his employment, Employee's employment may be terminated by Company at any time by giving prior written notice of as per Company's Notice Period Policy to Employee upon failure by Employee to perform his duties here under for any reason solely attributable or as a result of physical or mental incapacity (hereinafter referred to as "Disability"), if such Disability continues for more than 2 (two) consecutive months or an aggregate of more than 3 (three) months in any calendar year (such disability, "**Permanent Disability**"). Company may, at its sole discretion, change the above mentioned timelines with due intimation to Employee.

10.3 Termination of Employment for Cause

Unless otherwise provided below, Employee's employment may be terminated for Cause immediately, without notice, to Employee. For purposes of this Agreement, "**Cause**" shall mean:

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- 10.3.1 The commission by Employee of an act which would constitute a fraud, embezzlement, misappropriation of funds, breach of fiduciary duty or other acts of dishonesty or misrepresentation or a crime (irrespective of whether judged by any court of law) against Company or its Affiliates or other employees of Company;
- 10.3.2 If he is convicted by any judicial or quasi-judicial authority for any crime including any act which involves dishonesty or moral turpitude or theft in the course of his employment;
- 10.3.3 The failure by Employee to perform his duties hereunder for reasons other than death or Permanent Disability which is not cured within 7 (seven) days after written notice thereof to Employee;
- 10.3.4 Employee acting in any way, with the intent to harm Company or its Affiliates, that may have an adverse effect on Company's reputation or business prospects;
- 10.3.5 Employee engages in any misconduct which may result in a substantial loss to Company or its directors, shareholders or substantial damage to their reputation;
- 10.3.6 Employee becomes bankrupt or make any general composition with his creditors;
- 10.3.7 Any breach by Employee of any provision of this Agreement.
- 10.3.8 Absence for a continuous period of 3 (three) days without prior approval of Employee's superior, (including overstay on leave / training) would result in Employee losing his/her lien on the service and the same shall automatically come to an end without any notice or intimation.

10.4 Termination by Employee

During the Probation Period, Employee may terminate his employment by giving prior notice in writing to Company, as per Company's Notice Period Policy. Post completion of the Probation Notice, Employee may terminate his employment by giving prior notice in writing, as per Company's Notice Period Policy to Company, provided that Company may, at its discretion, relieve Employee from his duties at any time after receipt of his notice, prior to the expiry of the notice period. Employee may not, in lieu of notice, pay Company his salary for the notice period, and may not also avail leave, whether accumulated or accrued during the current year, for any portion of the notice period, unless Company agrees otherwise in writing. Employee understands that this restriction is in view of the significant responsibilities that he undertakes in his position.

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10.5. Death

This Agreement shall automatically terminate immediately in the event of the death of Employee during the term of the employment, without further obligations except as set forth in Clause 11.

11. OBLIGATIONS UPON TERMINATION/RETIREMENT

11.1 Obligations of Company

Upon the termination/retirement of Employee's employment for any reason under this Agreement, Company shall pay him (or to his spouse or such other person so nominated by him as his nominee, any payments due to him in case of termination due to Employee's death), at the time of such termination/retirement, any amounts which are accrued but unpaid through the date of termination/retirement under the terms of this Agreement after adjusting all the amounts due from Employee to Company.

11.2 Notwithstanding the foregoing, the Parties acknowledges and agrees that

- 11.2.1 In case Employee resigns within a period of 6 months from the date of relocation, the entire amount of relocation expenses reimbursed/paid to Employee will be recovered as a part of final settlement.
- 11.2.2 In case Employee resigns after 6 months but before completion of one year from the date of relocation, 50% of entire cost of relocation expenses reimbursed/paid to Employee will be recovered as part of the final settlement.
- 11.2.3 Under any circumstance if Employee resigns before completion of one year from the Effective Date, any expense related to joining like joining bonus/notice period buyout/loyalty bonus/etc. will be fully recoverable.

Furthermore, in case of termination of employment under Clause 10.2, 10.3 or 10.4 above, at any time, the entire amount of relocation expenses reimbursed/paid to Employee as well as any expense related to joining such as joining bonus/notice period buyout/loyalty bonus etc. will be fully recoverable. Company is free to deduct this amount from any monies due to Employee. Relocation and related expense thereof are taxable and such tax will be payable by Employee.

11.3 Obligations of Employee

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- (i) Upon termination of employment for any reason, Employee shall comply with Company's separation procedures, if any. Irrespective of the absence of such procedures at the relevant time of the termination of the employment, Employee shall return all movable properties such as equipment, documents in paper or electronic form, and any other material and shall transfer all immovable property whatsoever that belongs to Company, its Affiliates, partners, clients or vendors, and is in Employee's possession ("**Company Property**"). Such Company Property shall be returned in the same condition that it was when handed over to Employee, except for reasonable wear and tear. Employee shall also refund any amounts borrowed from Company subject to any terms of borrowing and sign all documents required by Company in that regard. Company will not be bound to pay any dues of Employee until such time that Employee does not discharge these obligations upon termination.
- (ii) Upon termination of Employee's employment, Employee shall relinquish all positions and/or memberships in anybody/committee/association to which he was appointed by virtue of his employment with Company.

12. REPRESENTATIONS AND WARRANTIES

12.1 Employee hereby represents, warrants, and confirms that:

- 12.1.1 He/She has executed and delivered this Agreement as his free and voluntary act, after having determined that the provisions contained herein are of benefit to him, and that the duties and obligations imposed on him hereunder are fair and reasonable and will not prevent him from earning a comparable livelihood following the termination of his employment with Company;
- 12.1.2 He/She has read and fully understood the terms and conditions set forth herein and the benefits and consequences of entering into this Agreement; and
- 12.1.3 The execution of this Agreement by him and performance of his obligations, responsibilities and duties hereunder shall not result in the breach of any of his obligations, covenants or undertakings (including any professional, statutory, contractual or fiduciary duties or obligations) to any other Person.
- 12.1.4 He/she will not (except in the normal course of Company's business) publish any article or statement, deliver any lecture or broadcast or make any communication to the press, including magazine publication relating to Company's products or to any matter with which Company may be concerned, unless he/she has previously applied to and obtained the written permission from Company.

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13. REMEDIES

13.1 Employee acknowledges that Company might suffer immediate, material, immeasurable, continuing and irreparable damage and may not have an adequate monetary remedies if Employee breaches the terms or conditions of this Agreement. Employee acknowledges that Company will be entitled to institute and prosecute proceedings in any court of competent jurisdiction to prevent Employee from violating any contractual or legal obligation or to compel performance of Employee's obligations hereunder. Employee agrees that Company shall not be required to post a bond or other security for seeking injunctive relief. Relief of injunction and/or specific performance shall be in addition to any remedy for damages which Company may be entitled to.

14. MISCELLANEOUS

14.1 Notices

All notices and other communications required or permitted to be given under the provisions of this Agreement shall be in writing in English and shall be deemed to have been effected (i) (in the case of personal delivery) when delivered, (ii) (in the case of email with return receipt requested) upon the obtaining of a return receipt from the recipient for whom it is intended, provided that a hard copy of such notice or communication is forthwith sent by prepaid post to the relevant address set out below or (iii) (in the case of a letter) 3 (three) days after being dispatched in the post, postage prepaid, by an efficient form of mail available or by registered mail, if available, at the following addresses:

- (i) If to Employee: **Ms. Shivani Agarwal**
- (ii) **Address: Ward No- 13, Shakti Nagar Gali, Gothan, Nagaur, Rajasthan-342902**

Email address: shibuagarwalpj@gmail.com

- (iii) If to Company: **Girnar Software Private Limited**
Attention: Director - Talent

**Address: 11th Floor, Tower B, Emaar Digital Greens, Golf Course Extension Road,
Sector 61- Gurugram-122102, Haryana**

In the event of any changes in the contact information above, the relevant Party may notify the changed information to the other in accordance with this Clause 14.1

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14.2 Governing Law and Dispute Resolution

- 14.2.1 Any dispute or controversy arising out of or relating to this Agreement shall be settled by arbitration to be held in Jaipur in accordance with the Indian Arbitration and Conciliation Act, 1996 as then existing, in the English language, and shall be heard and determined by an arbitral tribunal composed of a sole arbitrator appointed by Company. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Notwithstanding the foregoing, nothing contained herein shall be deemed to prevent either Party from seeking and obtaining injunctive and equitable relief from any court of competent jurisdiction without the posting of any bond or other security.
- 14.2.2 This Agreement shall be construed with, and be governed by, the laws of India without giving effect to the principles of conflicts of laws. Subject to Clause 14.2.1, courts in Delhi only shall have exclusive jurisdiction over all matters arising pursuant to this Agreement.

14.3 Successors and Assigns

This Agreement shall be binding on the successors and assigns of Company and shall inure to the benefit and be enforceable by and against its successors. With respect to Employee, this Agreement is personal in nature and Employee shall not assign this Agreement. Employee agrees that Company may assign all rights under the Agreement, provided that, in no event shall such assignment materially vary or extinguish the economic rights available to Employee under this Agreement, and such rights shall continue to inure to Employee upon such assignment.

14.4 Entire Agreement

This Agreement contains the entire understanding and agreement between the Parties relating to the subject matter hereof and shall supersede all previous agreements, negotiations and undertakings in respect thereof, and neither this Agreement nor any provision hereof may be waived, modified, amended, changed, discharged or terminated, except by an agreement in writing signed by the party and/or due notification of any such change or amendment by Company against whom enforcement of any waiver, modification, change, amendment, discharge or termination is sought.

14.5 Counterparts

This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, and both of which counterparts shall together constitute a single agreement.

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14.6 Illegality

If any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. This shall be substituted for any such provision held invalid, illegal or unenforceable, a provision of similar import reflecting the original intent of the Parties to the extent permissible under law.

14.7 Severability

Employee hereby acknowledges that time and other limitations contained in this Agreement are reasonable and properly required for the adequate protection of the business and affairs of Company, and in the event that any one or more of such time or other limitations is found to be unreasonable by a court of competent jurisdiction, Employee hereby agrees and submits to the reduction of said time or other limitation to such an area, period or otherwise as such court may determine to be reasonable. In the event that any restriction or limitation under this Agreement is found to be unreasonable or otherwise invalid in any jurisdiction, in whole or in part, Employee hereby acknowledges and agrees that such restriction or limitation shall remain and be valid in all other jurisdictions covered by the territorial scope of his obligations hereunder.

14.8 Survival

The provisions of Clause 8 (Non-Solicitation), Clause 9 (Confidentiality), Clause 11 (Obligations upon Termination), Clause 12 (Representations and Warranties), Clause 13 (Remedies) and Clause 14 (Miscellaneous) of this Agreement shall survive the termination of Employee's employment with Company for any reason.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement, on the date mentioned hereinabove.

For, Girnar Software Private Limited

By:



Name: Artee Puri
Designation: Director - Talent

Name: Shivani Agarwal
Address: Ward No- 13, Shakti Nagar Gali, Gothan, Nagaur, Rajasthan-342902.

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I, Shivani Agarwal agree with all the above terms and conditions of employment with Company. I also confirm that I have read, understood and agree to comply with the Code of Conduct and Data related Policies. I shall commence employment with effect from

Signature: _____

Date: _____

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Schedule-A

Name	Shivani Agarwal		
Designation	Sales Executive		
Entity	Girnar Software Private Limited		
LOB	Non-Auto		
BU	New Initiatives		
SBU	New Initiatives		
MBU	New Initiatives- BotsDekho		
Function Level 1	Sales		
Function Level 2	Pre Sales		
Band	Band 1		
Grade	1.3		
Fixed	2,75,000		
Fixed Pay Components	Annual		Monthly
Basic Salary	INR	1,10,000	INR 9,167
House Rent Allowance	INR	55,000	INR 4,584
Statutory Bonus	INR	7,780	INR 649
Special Allowance	INR	67,519	INR 5,627
Gross Salary	INR	2,40,299	INR 20,024
Flexi Pay Components (Employee to Opt)			
Long Term Benefits			
Gratuity	INR	5,291	INR 441
EPF	INR	21,600	INR 1,800
ESI	INR	7,810	INR 651
Total CTC	INR	2,75,000	INR 22,916
Other Benefits	Coverage		
Mediclaim Insurance Sum Insured	INR	5,00,000	
Life Insurance Sum Insured	INR	8,24,999	
Personal Accident Insurance Sum Insured	INR	8,24,999	

*Subject to Tax Deduction at Source and deduction of all other government taxes as applicable

*Gratuity As per Company law.

*All employee contribution PF, ESIC etc are part of CTC

Presumptions:

*Exemption to HRA is subject to the submission of rent payment receipt.

For, Girnar Software Private Limited



Artee Puri
Director - Talent

Shivani Agarwal
Sales Executive

Girnar Software Pvt. Ltd.

Regd. Office : 21 Gimar, Govind Marg, Moti Doongri Road, Dharam Singh Circle, Jaipur-302004, Rajasthan.

Corporate Office (Gurgaon) : 4th & 11th Floor, Tower B, Emaar Digital Greens, Golf Course Extension Road, Gurugram - 122102

Corporate Office (Jaipur) : 5th & 6th Floor, Jaipur Textile Market, B-2, Near Model Town, Malviya Nagar, Jaipur-302017

Your Benefits at a glance

1. **Group Mediclaim** - For complete peace of mind & access to quality health care, we provide medical insurance through our insurance provider to you & your family (including spouse and two children) as per limit in salary breakup.
2. **Personal Accident and Term Life** - We provide you with Group Term Life and Group Personal Accident Insurance cover as per salary breakup, each against loss of income in the event of death or full/partial disability.
3. **Parental Insurance** - You can also avail cover for your parents / parents-in-law up to INR 10,00,000 (self-paid).
4. **Car Lease** - To enable you in availing choice of car for your mostly official and some personal needs, Cardekho offers you the provision of Car Lease. The policy offers you a 36-month lease with attractive discounts & deals and various attractive car lease options depending on your budget. You can also avail handsome tax saving as lease rentals are paid through pre-tax component of salary.
5. **Wellness** – To ensure that you can effectively manage your physical, emotional, legal and financial wellness, we provide you access to free expert consulting using the **VISIT App**. You can ask consult a doctor (chat or on-call), participate in various fitness challenges, monitor your health data, run Health Risk Assessments, consult a legal or a finance expert and even earn rewards like Amazon/Myntra Vouchers, FIT Coins etc. which can be redeemed easily on the app.
6. **Retiral Benefits** – To ensure that you can effectively plan your retirement, we provide you with the options of Voluntary PF contribution, Flexi-PF contribution & National Pension Scheme. Under Flexi-PF, you can choose to contribute 12% of your actual basic rather than mandatory contribution of ₹1,800 per month, company will also make a matching contribution in this case by readjusting your CTC structure. If you wish to increase the PF contribution further, you can opt for Voluntary PF and increase the total contribution from 12% to 100% of actual basic salary. We have a tie-up with HDFC Pension for corporate NPS, under which you can opt to contribute upto 10% of your basic salary as corporate NPS and avail tax benefits over & above the limits of 80C. Your CTC structure will be modified as per your contribution, if you choose to opt for corporate NPS. The same corporate NPS account can also be used for making individual NPS contributions.

Additionally, all employees who have work for at least 4 years and 180 days at CarDekho, will receive an additional money with their last salary. The amount of this extra money—called “gratuity”—will be 15 days of last drawn basic salary for every year of service, calculated as:

*Gratuity = (15*Last Drawn Basic Salary*No. of completed years of continuous service)/26*

Girnar Software Pvt. Ltd.

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Your Flexi Benefits

1. **Food Card** - Cardekho Partners with Sodexo to provide you an option to opt for tax friendly food card worth as per limit salary breakup.
2. **Gift Card** - Cardekho Partners with Amazon to provide you an option to opt for tax friendly Gift card e-voucher worth as per limit in salary breakup.
3. **Leave Travel Concession** – A Leave travel concession is the tax free remuneration paid for an employee's travel within the country. You can opt for Leave travel concession one in a two year as per limit in salary breakup. This is a benefit which exempts the actual travel cost of you and your family incurred towards the travel with in the country (India).
4. **Child Education Assistance** - We understand and appreciate our employees' responsibilities towards their families and children; thus, we provide you option to opt for Child Education Assistance as per limit in salary breakup, per child per annum for a maximum of 2 children.
5. **Books and Periodicals Assistance** – Books and periodicals assistance is provided to you to buy professional books & generals which helps enhance your knowledge & skills. You can opt as per limit in salary breakup.
6. **Telephone & Data Card Bill Assistance** – Telephone & data card bill assistance is provided to you so you can avail the tax exemption on the expenditure incurred on the mobile, internet, data connection used for the official purpose, you can opt as per limit in salary breakup.
7. **Car Running & Maintenance Assistance** – You can opt for car running & Maintenance assistance which cater to expenses incurred by you on fuel, maintenance & repair of their vehicle as per limit in salary breakup, for self-owned car. For company leased car INR 1,50,000 for while using it for official travel and you can also opt for chauffer assistance up to INR 2,40,000 per annum for company leased car.
8. **Professional Development & Training and Seminar Assistance** - Cardekho provides you assistance in keeping your skills updated by giving you option to opt for Professional Books & Periodicals as per limit in salary breakup, so that you can hone your skills for further development and save income tax.
9. **Car Rental Assistance** – Car Rental Assistance helps you to hire a car for official travel purpose under a vehicle lease tripartite agreement with Cardekho. You can claim monthly car rental invoice as per policy calculations to get a handsome tax benefits. This benefit cannot be combined with point 7.

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Private & Confidential

Lakshit Singh
May 19, 2022

Dear Lakshit,

Congratulations! We are excited for the future where we will work together. Therefore, we are extremely happy to extend an offer from GoGroup. What's waiting for you on the other side now is worthy of your efforts. It's a unique, once-in-a-lifetime opportunity tailored to your goals and needs.

As a group, we are building our multiple ventures from scratch. This provides exciting technical challenges that you will get to work on. You will also get to learn about different industries and stay in touch with the latest technological trends. In addition to this unique growth opportunity, you will receive the following package:

Details of your package:

1. **Position:** You will join as a **Software Engineer**.
2. **Compensation:** Your cost to the company will be **Rs.750000 /-** for the first year. The components of your compensation are provided in Annexure I and will be governed by our company policies as amended from time to time.
3. **Effective Date:** Your date of joining will be **May 30, 2022**. On your first day, your kickoff will start at 11am.
4. **Location:** Due to the current COVID-19 situation, we are on a **flexible work from home** schedule. However, **our office remains open**, so you are more than welcome if you want to join us there. We will regularly review our setup and inform you well ahead of time, should there be any changes. As per our discussion with you, **your nearest GoGroup office** will be Braincurry Technologies Pvt. Ltd. 3rd Floor, Unit 308, Pinnacle Tower, Plot No. 42/6, Block A, Industrial Area, Sector 62, Noida, Uttar Pradesh 201309.
5. **Offer acceptance:** To confirm your acceptance of this offer, please respond via email to hr@gogroup.co within 24 hours of receipt of this offer. You will be required to sign the detailed offer contract after your joining.

We are looking forward to welcoming you as part of our team at GoGroup and seeing you grow beyond your expectations.

See you soon,



Pooja Jamwal,
HR Manager
GoGroup

Braincurry Technologies Private Limited

CIN: U72900DL2019PTC354968

Registered Office: Desk No. 01, 2nd Floor, 1/22, Asaf Ali Road, New Delhi-110002

Email: accounting@gogroup.co

Annexure I

Particulars	Currency	Per Month	Per Annum
Basic Salary	INR	20947	251360
HRA	INR	10473	125680
Official Transport Reimbursement	INR	6000	72000
Professional Attire Reimbursement	INR	3000	36000
Professional Literature/Course Reimbursement	INR	2500	30000
Communication Allowance	INR	3000	36000
Special Allowance	INR	6447	77360
Total Gross Salary	INR	52367	628400
PF Contribution By Employee	INR	1800	21600
Total Deduction	INR	1800	21600
Net Salary (Gross Salary- Total Deduction)	INR	50567	606800
CTC Calculation			
Employer PF Contribution	INR	1800	21600
Annual Bonus*	INR		100000
CTC (CTC + Bonus)	INR	54167	750000

- Taxes as applicable.
- * Paid on completion of one year with GoGroup.
- Your family including you, your spouse and upto 4 kids will be covered with a family floater medical insurance worth Rs 5,00,000.
- Other perks and benefits - as per company policy.



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

Date: - 27/10/2021

Offer Letter

Dear Akhil Chordia,

1. This has reference to your application and the subsequent discussions you had with us. We are Pleased to appoint you in our company with the following terms and conditions:-

1. Position: You are being appointed as “Site Engineer”.

2. You will initially be posted at **Noida**.

3. DOJ would be 10/01/2022.

4. Your appointment is subject to your being medically fit at all times.

5. Compensation and Benefits: You will receive stipend of **Rs. 15,000/- per** month. After 6 month we will increase your salary according to your performance. it will be **3.6/lpa** You will be eligible for leave and other such benefits in accordance with the Company’s rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. No Salary will be given if you will leave the organization within 20 days from date of joining mentioned above.

6. Posting & Transfer: Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

7. Probation: You will be on probation for a period of Six months starting from your date of joining, after which your performance will be evaluated. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended further if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.

8. During the probation period either party may terminate this agreement by giving 30 days notice.

9. Notice period: After the confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **1 months’** notice.

10. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company’s business, or such misdemeanor which is likely to affect, or affects the reputation of the Company’s working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

11. Date of Birth: The date of birth declared by you and you will be bound by such date of birth in all service matters with the Company.




Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

- 12. Retirement Age:** You will retire from the services of the Company on attaining the age of 58 years.
- 13.** You will treat matters pertaining to the Company's business interests with utmost confidentiality and such confidentiality has to be maintained during your employment with the Company and thereafter.
- 14.** During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.
- 15.** You will undertake, that while in the employment of the Company, and for a period of 3 months after Separation from the Company, for any reason whatsoever, you will Keep confidential and not disclose to any unauthorized persons:
- (a) All Company information, business and financial interests,
 - (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
 - (c) Technical capability.
 - (d) Commercial intelligence disclosed to you and/or acquired by you in the course of your employment
- II.** Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.
- III.** Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.
- 16.** You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.
- 17.** Amendments to the above terms and conditions, if any will be made in writing.
- 18.** Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best for your future.

Thanking you.

HR Department


Golden Inches Realtors



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

Date: - 21/10/2021

Offer Letter

Dear Amit Singh,

1. This has reference to your application and the subsequent discussions you had with us. We are Pleased to appoint you in our company with the following terms and conditions:-

1. Position: You are being appointed as “Site Engineer”.

2. You will initially be posted at **Noida**.

3. DOJ would be 10/01/2022.

4. Your appointment is subject to your being medically fit at all times.

5. Compensation and Benefits: You will receive stipend of **Rs. 15,000/- per month**. After 6 month we will increase your salary according to your performance. it will be **3.6/lpa** You will be eligible for leave and other such benefits in accordance with the Company's rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. No Salary will be given if you will leave the organization within 20 days from date of joining mentioned above.

6. Posting & Transfer: Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

7. Probation: You will be on probation for a period of Six months starting from your date of joining, after which your performance will be evaluated. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended further if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.

8. During the probation period either party may terminate this agreement by giving 30 days notice.

9. Notice period: After the confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **1 months'** notice.

10. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company's business, or such misdemeanor which is likely to affect, or affects the reputation of the Company's working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

11. Date of Birth: The date of birth declared by you and you will be bound by such date of birth in all service matters with the Company.




Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

- 12. Retirement Age:** You will retire from the services of the Company on attaining the age of 58 years.
- 13.** You will treat matters pertaining to the Company's business interests with utmost confidentiality and such confidentiality has to be maintained during your employment with the Company and thereafter.
- 14.** During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.
- 15.** You will undertake, that while in the employment of the Company, and for a period of 3 months after Separation from the Company, for any reason whatsoever, you will Keep confidential and not disclose to any unauthorized persons:
- (a) All Company information, business and financial interests,
 - (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
 - (c) Technical capability.
 - (d) Commercial intelligence disclosed to you and/or acquired by you in the course of your employment
- II.** Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.
- III.** Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.
- 16.** You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.
- 17.** Amendments to the above terms and conditions, if any will be made in writing.
- 18.** Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best for your future.

Thanking you.

HR Department


Golden Inches Realtors



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

Date: - 29/10/2021

Offer Letter

Dear Girish Lakhwani,

1. This has reference to your application and the subsequent discussions you had with us. We are Pleased to appoint you in our company with the following terms and conditions:-

1. Position: You are being appointed as “Site Engineer”.

2. You will initially be posted at **Noida**.

3. DOJ would be _____ 10/01/2022 _____.

4. Your appointment is subject to your being medically fit at all times.

5. Compensation and Benefits: You will receive stipend of **Rs. 15,000/- per** month. After 6 month we will increase your salary according to your performance. it will be **3.6/lpa** You will be eligible for leave and other such benefits in accordance with the Company’s rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. No Salary will be given if you will leave the organization within 20 days from date of joining mentioned above.

6. Posting & Transfer: Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

7. Probation: You will be on probation for a period of Six months starting from your date of joining, after which your performance will be evaluated. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended further if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.

8. During the probation period either party may terminate this agreement by giving 30 days notice.

9. Notice period: After the confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **1 months’** notice.

10. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company’s business, or such misdemeanor which is likely to affect, or affects the reputation of the Company’s working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

11. Date of Birth: The date of birth declared by you and you will be bound by such date of birth in all service matters with the Company.



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

12. Retirement Age: You will retire from the services of the Company on attaining the age of 58 years.

13. You will treat matters pertaining to the Company's business interests with utmost confidentiality and such confidentiality has to be maintained during your employment with the Company and thereafter.

14. During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.

15. You will undertake, that while in the employment of the Company, and for a period of 3 months after Separation from the Company, for any reason whatsoever, you will Keep confidential and not disclose to any unauthorized persons:

- (a) All Company information, business and financial interests,
- (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
- (c) Technical capability.
- (d) Commercial intelligence disclosed to you and/or acquired by you in the course of your employment

II. Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.

III. Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.

16. You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.


17. Amendments to the above terms and conditions, if any will be made in writing.

18. Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best for your future.

Thanking you.

HR Department


Golden Inches Realtors



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

Date: - 21/10/2021

Offer Letter

Dear Joshna,

1. This has reference to your application and the subsequent discussions you had with us. We are Pleased to appoint you in our company with the following terms and conditions:-

1. Position: You are being appointed as “Site Engineer”.

2. You will initially be posted at **Noida**.

3. DOJ would be _____ 10/01/2022 _____.

4. Your appointment is subject to your being medically fit at all times.

5. Compensation and Benefits: You will receive stipend of **Rs. 15,000/- per** month. After 6 month we will increase your salary according to your performance. it will be **3.6/lpa** You will be eligible for leave and other such benefits in accordance with the Company’s rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. No Salary will be given if you will leave the organization within 20 days from date of joining mentioned above.

6. Posting & Transfer: Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

7. Probation: You will be on probation for a period of Six months starting from your date of joining, after which your performance will be evaluated. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended further if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.

8. During the probation period either party may terminate this agreement by giving 30 days notice.

9. Notice period: After the confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **1 months’** notice.

10. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company’s business, or such misdemeanor which is likely to affect, or affects the reputation of the Company’s working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

11. Date of Birth: The date of birth declared by you and you will be bound by such date of birth in all service matters with the Company.




Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

- 12. Retirement Age:** You will retire from the services of the Company on attaining the age of 58 years.
- 13.** You will treat matters pertaining to the Company's business interests with utmost confidentiality and such confidentiality has to be maintained during your employment with the Company and thereafter.
- 14.** During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.
- 15.** You will undertake, that while in the employment of the Company, and for a period of 3 months after Separation from the Company, for any reason whatsoever, you will Keep confidential and not disclose to any unauthorized persons:
- (a) All Company information, business and financial interests,
 - (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
 - (c) Technical capability.
 - (d) Commercial intelligence disclosed to you and/or acquired by you in the course of your employment
- II.** Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.
- III.** Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.
- 16.** You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.
- 17.** Amendments to the above terms and conditions, if any will be made in writing.
- 18.** Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best for your future.

Thanking you.

HR Department


Golden Inches Realtors



Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

Date: - 29/10/2021

Offer Letter

Dear Vikas Lakwal,

1. This has reference to your application and the subsequent discussions you had with us. We are Pleased to appoint you in our company with the following terms and conditions:-

1. Position: You are being appointed as “Site Engineer”.

2. You will initially be posted at **Noida**.

3. DOJ would be _____ 10/01/2022 _____.

4. Your appointment is subject to your being medically fit at all times.

5. Compensation and Benefits: You will receive stipend of **Rs. 15,000/- per** month. After 6 month we will increase your salary according to your performance. it will be **3.6/lpa** You will be eligible for leave and other such benefits in accordance with the Company’s rules and regulations. The perquisites applicable to your grade are subject to alteration and amendment, and you will be entitled to the same as per the rules of the company. No Salary will be given if you will leave the organization within 20 days from date of joining mentioned above.

6. Posting & Transfer: Your place of work, in the first instant, is as indicated above. However, you can be transferred temporarily or permanently for duty anywhere in India, depending upon the needs of the organization. Your service may be transferred to any office of the Company or its associate organizations in India or abroad depending upon the exigencies of work. You will be governed by the transfer rules prevailing in the company at any given point of time.

7. Probation: You will be on probation for a period of Six months starting from your date of joining, after which your performance will be evaluated. You will be confirmed in your appointment in writing on successful completion of the said probationary period. It may get extended further if your performance is not found satisfactory. If no confirmation is made in writing at the end of the probationary period, it will be deemed to have been extended until the company confirms you in writing.

8. During the probation period either party may terminate this agreement by giving 30 days notice.

9. Notice period: After the confirmation, either party, by stating their intention to do so, in writing may terminate this employment at any time, provided that at least **1 months’** notice.

10. However, in the event of your being guilty of misconduct or inattention or negligence in the discharge of your duties or in the conduct of the Company’s business, or such misdemeanor which is likely to affect, or affects the reputation of the Company’s working or of any breach of the terms and conditions herein, the Company reserves its right to terminate your services at any given point of time, with immediate effect, without any compensation or notice.

11. Date of Birth: The date of birth declared by you and you will be bound by such date of birth in all service matters with the Company.




Sector 10 Vaidpura Greater Noida West, Uttar Pradesh-206002

- 12. Retirement Age:** You will retire from the services of the Company on attaining the age of 58 years.
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- 14.** During your services with the company, you will be governed by the rules and regulations in respect to conduct & discipline and other matters as may be framed by the company from time to time.
- 15.** You will undertake, that while in the employment of the Company, and for a period of 3 months after Separation from the Company, for any reason whatsoever, you will Keep confidential and not disclose to any unauthorized persons:
- (a) All Company information, business and financial interests,
 - (b) Company intelligence, consisting of sensitive research, either acquired or in the process of being carried out
 - (c) Technical capability.
 - (d) Commercial intelligence disclosed to you and/or acquired by you in the course of your employment
- II.** Not employ, use and/ or engage the confidential information for any purposes other than the business of the Company and only during the course of your employment with the Company.
- III.** Solicit or endeavor to entice any employee or person involved, directly or indirectly, from any of the Company's operations.
- 16.** You are employed in the Company full time. You will not be employed by any other Company or offer your services with or without pay to any physical person, legal entity or public authority or to be occupied in your own business without the prior written permission of the Company.
- 17.** Amendments to the above terms and conditions, if any will be made in writing.
- 18.** Please sign and return the duplicate copy of this letter of appointment (initialing each page) as a token of your having accepted the above terms and conditions.

Wish you all the very best for your future.

Thanking you.

HR Department


Golden Inches Realtors

From: Sakshi Saini <Sakshi.Saini@hanu.com>
Date: Mon, Oct 11, 2021 at 6:56 PM
Subject: Selected students from JECRC
To: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>
Cc: Amit Kataria <amit@hanu.com>

Hi Vinayak,

We are pleased to share that 18 students are selected by Hanu for cloud Engineer role.

We will release LOI with followings by 30th Oct. Also as a part of Hanu hiring process, we will share a psychometric assessment with selected students later.

Please block them from further placement drives.

S.No.	Name	Email	Phone
1	SHUBHAM TIWARI	shubhamtiwari.edu@gmail.com	91-9131570558
2	ABHIMANTRA SINGH RATHORE	arathore1234@gmail.com	91-7985299708
3	ANIMESH MATHUR	animeshmathur.it22@gmail.com	91-9928820644
4	DEEPIKA KHANDELWAL	deepikakhandelwal222000@gmail.com	91-9414056271
5	DHRUV SHARMA	ds8875844912@gmail.com	91-8875844912
6	DISHA JAIN	dishajain.it22@jecrc.ac.in	91-9351554711
7	HARSHITA CHOUDHARY	harshitac402@gmail.com	91-9875706997
8	HITEN SAMBHWANI	hitensambhwani.cse22@jecrc.ac.in	91-7878267152
9	MUKUL	mukulyashi@gmail.com	91-6350672348
10	NAKUL SHARMA	nakulsharma1609@gmail.com	91-9116688238
11	RIYA KHANDELWAL	riyakhandelwal628@gmail.com	91-7976339265
12	SAMYAK JAIN	samyakj741@gmail.com	91-8558071853
13	SANYA SINGH	sanyaseh10b68@gmail.com	91-9352600593
14	SARTHAK KULSHRESTHA	sarthakku044777@gmail.com	91-9871970088
15	SHRESTH GUPTA	shresthgupta9999@gmail.com	91-7976863879
16	SHUBHAM RAWAT	shubhamrawat4926@gmail.com	91-7240064457
17	VAIBHAV MATHUR	mathurvaibhavcool14@gmail.com	91-8875190096
18	VARTIKA AGRAWAL	vartikaagrawal.cse22@jecrc.ac.in	91-6378372120

Subject: Intent of Job offer

Dear Harshita Choudhary,

Congratulations, You made it. Your journey to become an Azure Rockstar starts now with Hanu Software and we are pleased to share the Letter of Intent for the position of **Cloud Engineer**.

Your Annual CTC shall be Six Lakh Rupees (**Rs. 6,00,000 /-**) which includes Annual Fixed Compensation of Four Lakh Eight Hundred Rupees (Rs. 4,00,800/-) and Annual Variable Compensation of Forty Thousand Eighty Rupees (Rs.40,080/-). As part of benefit, your CTC also includes Gratuity and Longevity Bonus. You will be eligible for one-time longevity bonus payout of One Lakh Fifty Thousand Rupees (Rs. 1,50,000/-) after successful completion of one year of service with Hanu. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid government issued identity proof, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation and background verification pertaining to your proposed employment at the time of joining the Company. You will be called upon for mandatory pre -joining training at Hanu' global delivery center, located at Greater Noida, UP. Your performance in said training will aid Hanu' decision to decide your Department, Date and Place of joining.

Because time is of the essence, this Intent will remain open only for two (2) calendar days, inclusive of the date you receive this letter. If you do not accept this Intent within that time frame, it will expire and will no longer be available for you to accept.

We look forward to having you on board and wish you a rewarding career with us!

Sincerely,

Amit Kataria

Amit Kataria
Chief Human Resource Officer
Hanu Software Solutions India Pvt Limited

Harshita Choudhary

Harshita Choudhary

Agreement for Azure Training & Employment at Hanu Software Solutions

Purpose

The purpose of Azure Training and Employment Agreement is to identify the knowledge, skill, trade, or occupation for which the trainee shall be trained on the basis of pre-training assessment and to confirm the offer of Employment by HANU that the trainee is following, subject to the other terms and conditions.

General

HANU will take the trainee/s on board for **18-25 Working days Azure Training Program**. Trainee/s will have the opportunity to ask questions and company will share useful resources that will help trainee/s to develop in his / her role. HANU will nominate some trainer/s from within the company and / or outsource, depending upon the requirement. The trainer/s will dedicate adequate time on a regular basis to personally give some tutorials about trainee/s position fundamentals. At some point, if / when trainer/s believe/s trainee/s to be ready, he / she will let the trainee/s be more hands-on in more demanding tasks. Before that the trainer/s will also ensure that trainee/s gets hands-on practice le demanding tasks that are going on within the company.

Learning Objectives

1. Trainee will learn Microsoft Azure Fundamentals with an in-depth knowledge of the concepts of Microsoft Azure to effectively perform various tasks in the capacity of a **Cloud Engineer**.
2. Trainee will learn the principles of cloud computing and will understand how these principles have been implemented in Microsoft Azure.
3. After completion of training, trainee will do relevant **Microsoft Azure certification**.

Trainee
Harshita Choudhary

Company
Hanu Software Solutions Inc

Trainee & Employment Agreement

THIS AGREEMENT is made on 10th November 2021

BETWEEN:

HANU Software Solutions India Pvt Ltd. (hereinafter referred to as the “**Company**”), Unit F2, First Floor, Plot No. 6, Signature Tower, Ansal IT City Park (SEZ)Tech Zone, IT Parks, Greater Noida, UP-201308, through Mr. Amit Kataria, Chief Human Resource Officer

AND

Harshita Choudhary (hereinafter referred to as the “**Trainee**”), Daukiyo ki dhani, Khadeen, Barmer, Rajasthan- (344001), harshitac402@gmail.com, being inducted for Cloud Engineer.

NOW IT IS HEREBY AGREED as follows: In consideration by the Company, the parties agree as follows:

1. That under the terms of this Agreement, the Company agrees to provide the Trainee with 18 to 25 Working Days Traineeship / induction program for identified learning objectives of Microsoft Azure Track and the Trainee agrees to provide all work and services (the “**Services**”) reasonably required by the Company.
2. That the Trainee is expected to attend the training period for trainee position work experience, which will commence on **1st February 2022** and shall end on **10th March 2022** (the “**Training Period**”), with a review of the position at the end of 25 days of the Training Period. During this time, the trainee will commit a minimum of 8 hours of work on his / her trainee obligations (the “**Minimum Hours Requirement**”). The date mentioned for training commencement are indicative only and can be changed on discretion of company. However, any change on dates shall be intimated to you with sufficient prior notice.
3. That any tasks undertaken by the Trainee while on a traineeship period will have the purpose of promoting the Trainee's competence, understanding and familiarity of the Microsoft Azure Fundamentals as well as in the Trainee's agreed learning objectives.
4. That the Trainee will be under an obligation to the Company to make satisfactory progress on the induction / training period program, such progress will be agreed between the Company and the Trainee.
5. The Trainee will be expected to reach a reasonable standard of competence and performance for each task for which he / she has been trained.

6. That the Trainee has a contractual relationship with the Company and the successful training shall enlarge into an irrevocable paid employment contract which shall commence from such date, as may be determined by the Company.
7. The Trainee will be expected to behave as part of the Company on whatever position he / she is assigned and shall abide by all the terms and conditions applicable to the Company's own staff and respect the Company's policies, values, and procedures.
8. That the Trainee will not be paid for his / her traineeship period except any possible individual tasks or projects agreed separately in writing. The cost of the training shall be borne by the Company, which estimates Rupees 1,50,000 on each trainee.
9. That the Trainee must keep a record of all tasks through the daily task and time record.
10. That if the Trainee will be unable to attend the training, his trainer must be informed on the first day of absence.
11. That the Company will designate an individual/s (the "Trainer") to train, mentor and monitor the Trainee. The Trainer shall be the primary point of contact for the Trainee. Any requests from the Trainee should be communicated to the Trainer.
12. That the Trainee wishing to terminate the traineeship period must give three days' notice to the company and shall also pay the Training Cost incurred to the Company as liquidated damages.
13. That the Trainee wishing to terminate irrevocable paid employment of one year offered by the Company to him / her after successful completion of the traineeship period must give at least 45 Days prior notice to the company and shall also pay three months' salary offered by the Company to him / her in lieu of damages sustained by the Company along with the Training Cost of Rs 1,50,000 to the Company.
14. That the Company may terminate the traineeship period during the training period itself if the Trainee is unsatisfactory and by the discretion of the Trainer to terminate the Trainee's training.
15. Grounds for immediate termination as determined solely by the Company of the Trainee yet include but are not limited to the following actions or events:
 - a. Unauthorized absences or lack of communication.
 - b. Incapacity to attend training experience.
 - c. Inappropriate language or conduct to the Company's customers or employees.
 - d. Inappropriate behavior to any employees of the company.
 - e. Misuse of tools or information of the company.
 - f. Actions that go against company values

- g. Failure to make progress in the skills and towards the goals set out between the Trainee and Trainer.
 - h. Failure to commit the Minimum Hours Requirement or to provide the Services.
 - i. Fraud or any criminal offence.
 - j. Breach of this agreement.
16. That after the Trainee successfully ends his / her 18-25 Working Days training period indicated in the paragraph two, those who qualify the Post Training Assessment shall be offered Permanent Employment by Hanu and would necessarily be required to Join HANU with a compulsory and irrevocable locking period of one year at the end of the Trainee, else such Trainee shall be required to pay damages and the Training Cost of Rs. 1,50,000 as discussed in paragraphs above.
17. That the successful Trainee/s who join HANU after completion of the induction / training program of 18-25 Working days shall be governed by the terms, conditions, and service rules of HANU applicable to its employees.
18. That the progress and performance of all Trainees will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
- a. Learning ability and knowledge acquired.
 - b. Standard of work and behavior during training period.
 - c. Reliability and performance.
 - d. Timekeeping & task records.
 - e. General conduct.

Proprietary Information and Confidentiality

Trainee is aware that in the course of her / his engagement with the Company and / or in connection therewith, Trainee may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, its affiliates, customers and suppliers, and including information received by the Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and / or supplier lists and / or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Trainee.

Trainee agrees and declares that all Proprietary Information, patents and / or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole property of the Company and its affiliates and their assigns. During the Trainee Period and upon its

expiration thereafter, Trainee shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and / or make available, directly, or indirectly, to any third party any Proprietary Information without the prior written consent of the Company, except and to the extent as may be necessary in the ordinary course of performing Trainee's duties pertaining to the Company and except and to the extent following, possible written notice from the Trainee to the Trainer and / or Company as may be required under any applicable law, regulation, judicial decision, or determination of any governmental entity.

Without derogating from the generality of the foregoing, the Trainee agrees:

- a. not to copy, transmit, reproduce, summarize, quote, publish and / or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of Company, except as may be necessary in the performance of her / his duties pertaining to the Company;
- b. to exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft, or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality;
- c. upon a request by the Company to do so, the Trainee shall immediately deliver to the Company or destroy all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to the Trainee, prepared thereby and / or came to her / his possession in any manner whatsoever, during and in the course of her / his engagement with the Company, and shall not retain and / or make copies thereof in whatever form.

Trainee acknowledges that any breach of her / his obligations pursuant to this Section would cause the Company substantial damage for which the Company shall hold them liable. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect for a period of two (2) years thereafter.

Inventions and Work Product

Trainee agrees to promptly and from time to time fully inform and disclose to the Company all inventions, work product, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which Trainee shall have created, developed or altered during her / his engagement with the Company, and which result from and are related directly to the Services rendered by Trainee to the Company, or which derive from any experimental work performed by the Company, whether conceived by Trainee alone or with others (the "Inventions"). All Inventions, and any and all rights, interests, and title therein, shall be the exclusive property of the Company and Trainee shall not be entitled, and hereby waives, now and / or in the future, any claim to any right, compensation and / or reward in connection therewith. In the event that by operation of law, any Invention shall be deemed property of or owned by (in whole or in part) the Trainee, Trainee hereby assigns and shall in the future take all the requisite steps (including by signing all appropriate documents) to assign to the Company and / or its designee any and all of her / his foregoing rights, titles and interests in such Inventions, on a worldwide basis, and hereby further acknowledges and shall in the future acknowledge the Company's full and exclusive ownership in all such Inventions. To the extent necessary, Trainee shall, during her / his engagement with the Company or at any time, thereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and / or its designee and / or to assist the Company to obtain the exclusive

and absolute rights, title, and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret, copyright, and / or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

Disputes and Governing Law

This Agreement will be governed by and constructed in accordance with the Law of India. Any disputes arising out of this agreement shall be resolved by an Arbitrator to be nominated by the Company. Arbitration proceedings shall take place in Noida. The courts of Noida shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date mentioned hereinabove.

Harshita Choudhary

Harshita Choudhary
Trainee

Amit Kataria

Amit Kataria
Chief Human Resource Officer
Hanu Software Solutions Inc.

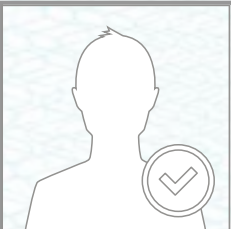
Witnesses

- 1.
- 2.

Signature Certificate

Document Ref.: CZQYY-AA2WU-SCETU-TMUAF

Document signed by:

	Amit Kataria E-mail: amit@hanu.com Signed via link <div>IP: 115.113.186.162 Date: 11 Nov 2021 12:16:29 UTC</div>	
	Harshita Choudhary Verified E-mail: harshitac402@gmail.com <div>IP: 1.39.250.97 Date: 11 Nov 2021 14:26:17 UTC</div>	

Document completed by all parties on:

11 Nov 2021 14:26:17 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is a document workflow and certified eSignature solution trusted by 25,000+ companies worldwide.



20th July 2022

Mukul

B-15, Flat-F1, Ekadash Kunj Apartment, Vedvilla Colony-B,
Ramnagar Extension, Sodhala, Swege Farm, Jaipur, Rajasthan (302019)

Re: Offer of Employment

Hanu Software Solutions India Pvt. Limited ('Hanu') is pleased to extend an offer of employment, for the position of **Cloud Engineer**. Your scheduled start date is **25th July 2022**. Because time is of the essence, this offer will remain open only for Five (5) calendar days, inclusive of the date you receive this offer letter. If you do not accept this offer within that time frame, it will expire and will no longer be available for you to accept.

This offer is contingent on the following:

- Your signing and returning of this Offer Letter.
- The successful and satisfactory completion of your background verification and confirmation of your references.
- Your signing of the Hanu Non-Disclosure/Non-Solicitation Agreement and Restrictive covenant ('NDA').
- Your affirmative representation that you are not subject to any non-competition restrictions by any other employer that would prevent you from fulfilling the job duties of **Cloud Engineer**.
- Completion of all "new hire" paperwork.

Your employment with Hanu can be terminated by either you or by the Company for any or no reason or cause at 60 days' Notice. Your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company's policies and procedures, may be changed at any time, with or without advance notice, in the sole discretion of the Company.

The terms and conditions of your employment with Hanu are described below:

POSITION: Hanu is offering you regular full-time employment in the position of **Cloud Engineer**. You will be placed on a ninety (90) day probation period and your general job duties and responsibilities will include, but not be limited to the KRA's of **Cloud Engineer**. Your work location will be **Greater Noida**. Hanu reserves the right to make any changes

or modifications, at any time, to your position, your supervisor and your job location that it believes are in the best interest of the Company's business goals and needs.

CASH COMPENSATION:

SALARY: You will be paid Thirty-Three Thousand Four Hundred Rupees (Rs. **33,400** /-) per pay period equivalent to Gross salary of Four Lakh Eight Hundred Rupees (Rs. **4,00,800** /). Your total Annual Gross Salary stands at Four Lakh Forty Thousand Eight Hundred Eighty Rupees (Rs. **4,40,880** /-) which includes Forty Thousand Eighty Rupees (Rs. 40,080 /-) as variable component. You will be paid One Lakh Fifty Thousand Rupees (Rs. 1,50,000) as a one-time longevity bonus after completion of one-year of service with HANU. You will be paid your salary in thirty calendar day cycles for a total of twelve (12) pay periods per year.

VACATION: You will be entitled to a total of Thirty-Seven (37) days of leaves and holidays in a calendar year; to be accrued monthly, subject to the Company's applicable accrual and carry-over rules. Hanu reserves the right to modify policies relating to personal leave and Company holidays from time to time as it deems necessary.

BENEFITS: As a full-time, regular employee of Hanu, you will be eligible to receive those benefits (including health and other insurance, Gratuity etc.) which the Company offers to similarly be situated employees, subject to applicable vesting periods and eligibility requirements. Hanu reserves the right to modify benefit programs and plans from time to time as it deems necessary and the benefits are not encashable.

COMPLIANCE WITH COMPANY POLICIES: As an employee of Hanu, you will be expected to comply with all the Company's policies including, but not limited to, the Company's policy requiring your ongoing compliance with the NDA, and the Company's policies prohibiting discrimination and unlawful harassment, conflicts of interest and violation of any applicable laws during performing your job duties and responsibilities. Violation of any term of the Policy on POSH shall be considered as Grave Misconduct and Management has the right to take appropriate action against you upon such Misconduct. Hanu reserves the right to modify its policies and procedures from time to time as it deems necessary.

OFFER ACCEPTANCE: If you accept this offer, and the conditions of this offer are satisfied, this offer letter and the NDA shall constitute the complete agreement between you and Hanu, with respect to the terms and conditions of your employment. Any representations promise or agreements, whether written or oral, that are not expressly written in this offer letter or are contrary to or conflict with this offer letter, which may have been made to you by any person, are expressly replaced by this offer letter. The terms and conditions of your employment pursuant to this offer letter may not be changed except as otherwise expressly specified in this offer letter or in the NDA.

We will be delighted to have you join us. If the foregoing is acceptable to you, please sign on each Page, and date the original and the enclosed copy of this letter, return the original to the Company, and retain the copy for your records.

If you have any questions regarding the contents of this letter, employment with Hanu or the enclosed materials, please contact the Human Resource Desk at hr@hanu.com

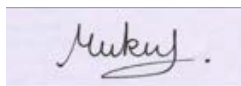
Sincerely,

Akanksha Choudhary

Akanksha Choudhary
Head of Global HR & Culture
Hanu Software Solutions India Pvt Limited

I HEREBY REPRESENT AND WARRANT TO THE COMPANY THAT (I) THE EXECUTION AND DELIVERY OF THIS OFFER BY ME DOES NOT AND WILL NOT CONFLICT WITH, BREACH, VIOLATE OR CAUSE A DEFAULT UNDER ANY CONTRACT, AGREEMENT, INSTRUMENT, ORDER, JUDGMENT OR DECREE TO WHICH I AM A PARTY OR BY WHICH I AM BOUND, INCLUDING ANY EMPLOYMENT AGREEMENT, NONCOMPETE AGREEMENT OR CONFIDENTIALITY AGREEMENT WITH ANY OTHER PERSON OR ENTITY.

I HAVE READ, UNDERSTAND AND ACCEPT THE ABOVE OFFER OF EMPLOYMENT AND AGREE TO THE TERMS AND CONDITION SET FORTH ABOVE:



07 / 21 / 2022

Mukul

Name: Mukul

Designation: Cloud Engineer

Earnings	Annual	Monthly
Basic	189600	15800
Flexible Benefits (Includes HRA, Special allowances etc.)	189600	15800
Provident Fund (Employer Contribution)	21600	1800
Base Pay	400800	33400
Performance linked Pay	40080	3340
Target Gross Salary	440880	36740

Benefits		
Gratuity (Eligible after 5 years of service)	9120	760
Longevity Bonus	150000	12500
Total Benefits	159120	13260

Overall Annual Package in INR (CTC)	600000	50000
--------------------------------------------	---------------	--------------

M.U.

Note:


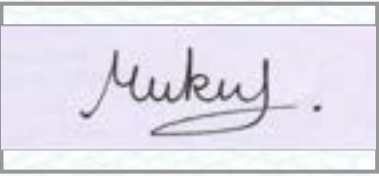
- Benefits mentioned above are subject to change.
- PF contribution (Both Employee and Employer) is part of your Base Salary
- Leave, Performance appraisal, Education / Certification reimbursement and Other Benefits and reimbursements - as per policy.
- Benefits are not encashable.
- Subsequent to your acceptance of this offer and joining on mentioned date the letter of offer deemed to be considered as letter of appointment, no separate letter of appointment shall be issued.

Your salary is subject to Income tax as per Income Tax act, 1961

Welcome Onboard!

Signature Certificate

Reference number: A8M2W-BI2NM-AZTNY-BWSOI

Signer	Timestamp	Signature
Akanksha Choudhary Email: akanksha@hanu.com Shared via link Sent: 21 Jul 2022 09:52:50 UTC Viewed: 21 Jul 2022 09:53:10 UTC Signed: 21 Jul 2022 09:53:28 UTC		 IP address: 122.169.133.179 Location: Hyderabad, India
Mukul Email: mukulyashi@gmail.com Sent: 21 Jul 2022 09:52:50 UTC Viewed: 21 Jul 2022 10:27:26 UTC Signed: 21 Jul 2022 13:07:41 UTC		 IP address: 223.188.36.206 Location: Jaipur, India
Recipient Verification: ✓Email verified	21 Jul 2022 10:27:26 UTC	

Document completed by all parties on:
21 Jul 2022 13:07:41 UTC

Page 1 of 1



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20th July 2022

Nakul Sharma
F-616 P-g, H-5, Karni Kripa Homes,
Maa Hinglaj , Jaipur ,Rajasthan - 302021

Re: Offer of Employment

Hanu Software Solutions India Pvt. Limited ('Hanu') is pleased to extend an offer of employment, for the position of **Cloud Engineer**. Your scheduled start date is **25th July 2022**. Because time is of the essence, this offer will remain open only for Five (5) calendar days, inclusive of the date you receive this offer letter. If you do not accept this offer within that time frame, it will expire and will no longer be available for you to accept.

This offer is contingent on the following:

- Your signing and returning of this Offer Letter.
- The successful and satisfactory completion of your background verification and confirmation of your references.
- Your signing of the Hanu Non-Disclosure/Non-Solicitation Agreement and Restrictive covenant ('NDA').
- Your affirmative representation that you are not subject to any non-competition restrictions by any other employer that would prevent you from fulfilling the job duties of **Cloud Engineer**.
- Completion of all "new hire" paperwork.

Your employment with Hanu can be terminated by either you or by the Company for any or no reason or cause at 60 days' Notice. Your job duties, title, responsibilities, reporting level, compensation and benefits, as well as the Company's policies and procedures, may be changed at any time, with or without advance notice, in the sole discretion of the Company.

The terms and conditions of your employment with Hanu are described below:

POSITION: Hanu is offering you regular full-time employment in the position of **Cloud Engineer**. You will be placed on a ninety (90) day probation period and your general job duties and responsibilities will include, but not be limited to the KRA's of **Cloud Engineer**. Your work location will be **Greater Noida**. Hanu reserves the right to make any changes

or modifications, at any time, to your position, your supervisor and your job location that it believes are in the best interest of the Company's business goals and needs.

CASH COMPENSATION:

SALARY: You will be paid Thirty-Three Thousand Four Hundred Rupees (Rs. **33,400** /-) per pay period equivalent to Gross salary of Four Lakh Eight Hundred Rupees (Rs. **4,00,800** /). Your total Annual Gross Salary stands at Four Lakh Forty Thousand Eight Hundred Eighty Rupees (Rs. **4,40,880** /-) which includes Forty Thousand Eighty Rupees (Rs. 40,080 /-) as variable component. You will be paid One Lakh Fifty Thousand Rupees (Rs. 1,50,000) as a one-time longevity bonus after completion of one-year of service with HANU. You will be paid your salary in thirty calendar day cycles for a total of twelve (12) pay periods per year.

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COMPLIANCE WITH COMPANY POLICIES: As an employee of Hanu, you will be expected to comply with all the Company's policies including, but not limited to, the Company's policy requiring your ongoing compliance with the NDA, and the Company's policies prohibiting discrimination and unlawful harassment, conflicts of interest and violation of any applicable laws during performing your job duties and responsibilities. Violation of any term of the Policy on POSH shall be considered as Grave Misconduct and Management has the right to take appropriate action against you upon such Misconduct. Hanu reserves the right to modify its policies and procedures from time to time as it deems necessary.

OFFER ACCEPTANCE: If you accept this offer, and the conditions of this offer are satisfied, this offer letter and the NDA shall constitute the complete agreement between you and Hanu, with respect to the terms and conditions of your employment. Any representations promise or agreements, whether written or oral, that are not expressly written in this offer letter or are contrary to or conflict with this offer letter, which may have been made to you by any person, are expressly replaced by this offer letter. The terms and conditions of your employment pursuant to this offer letter may not be changed except as otherwise expressly specified in this offer letter or in the NDA.

We will be delighted to have you join us. If the foregoing is acceptable to you, please sign on each Page, and date the original and the enclosed copy of this letter, return the original to the Company, and retain the copy for your records.

If you have any questions regarding the contents of this letter, employment with Hanu or the enclosed materials, please contact the Human Resource Desk at hr@hanu.com

Sincerely,

Akanksha Choudhary

Akanksha Choudhary
Head of Global HR & Culture
Hanu Software Solutions India Pvt Limited

I HEREBY REPRESENT AND WARRANT TO THE COMPANY THAT (I) THE EXECUTION AND DELIVERY OF THIS OFFER BY ME DOES NOT AND WILL NOT CONFLICT WITH, BREACH, VIOLATE OR CAUSE A DEFAULT UNDER ANY CONTRACT, AGREEMENT, INSTRUMENT, ORDER, JUDGMENT OR DECREE TO WHICH I AM A PARTY OR BY WHICH I AM BOUND, INCLUDING ANY EMPLOYMENT AGREEMENT, NONCOMPETE AGREEMENT OR CONFIDENTIALITY AGREEMENT WITH ANY OTHER PERSON OR ENTITY.

I HAVE READ, UNDERSTAND AND ACCEPT THE ABOVE OFFER OF EMPLOYMENT AND AGREE TO THE TERMS AND CONDITION SET FORTH ABOVE:

Nakul Sharma

07 / 21 / 2022

Nakul Sharma

Name: Nakul Sharma
Designation: Cloud Engineer

Earnings	Annual	Monthly
Basic	189600	15800
Flexible Benefits (Includes HRA, Special allowances etc.)	189600	15800
Provident Fund (Employer Contribution)	21600	1800
Base Pay	400800	33400
Performance linked Pay	40080	3340
Target Gross Salary	440880	36740

Benefits		
Gratuity (Eligible after 5 years of service)	9120	760
Longevity Bonus	150000	12500
Total Benefits	159120	13260

Overall Annual Package in INR (CTC)	600000	50000
--------------------------------------------	---------------	--------------

N.S.

Note:



- Benefits mentioned above are subject to change.
- PF contribution (Both Employee and Employer) is part of your Base Salary
- Leave, Performance appraisal, Education / Certification reimbursement and Other Benefits and reimbursements - as per policy.
- Benefits are not encashable.
- Subsequent to your acceptance of this offer and joining on mentioned date the letter of offer deemed to be considered as letter of appointment, no separate letter of appointment shall be issued.

Your salary is subject to Income tax as per Income Tax act, 1961

Welcome Onboard!

Signature Certificate

Reference number: 7CMMS-NB5HJ-CVYJ4-WI3XJ

Signer	Timestamp	Signature
Akanksha Choudhary Email: akanksha@hanu.com Shared via link Sent: 21 Jul 2022 09:50:22 UTC Viewed: 21 Jul 2022 09:50:39 UTC Signed: 21 Jul 2022 09:50:54 UTC		 IP address: 122.169.133.179 Location: Hyderabad, India
Nakul Sharma Email: nakulsharma1609@gmail.com Sent: 21 Jul 2022 09:50:22 UTC Viewed: 21 Jul 2022 12:11:53 UTC Signed: 21 Jul 2022 15:56:22 UTC		 IP address: 103.59.75.48 Location: Jaipur, India
Recipient Verification: ✓ Email verified	21 Jul 2022 12:11:53 UTC	

Document completed by all parties on:
21 Jul 2022 15:56:22 UTC

Page 1 of 1



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Subject: Intent of Job offer

Dear Shresth Gupta,

Congratulations, You made it. Your journey to become an Azure Rockstar starts now with Hanu Software and we are pleased to share the Letter of Intent for the position of **Cloud Engineer**.

Your Annual CTC shall be Six Lakh Rupees (**Rs. 6,00,000 /-**) which includes Annual Fixed Compensation of Four Lakh Eight Hundred Rupees (Rs. 4,00,800/-) and Annual Variable Compensation of Forty Thousand Eighty Rupees (Rs.40,080/-). As part of benefit, your CTC also includes Gratuity and Longevity Bonus. You will be eligible for one-time longevity bonus payout of One Lakh Fifty Thousand Rupees (Rs. 1,50,000/-) after successful completion of one year of service with Hanu. The CTC will be subject to statutory and other deductions as per the Company's policies and practices.

Please note that it is mandatory to possess valid government issued identity proof, PAN card, Educational documents & Professional documents at the time of joining the Company.

Please note that this is only a Letter of Intent and not an Offer of Employment. Further, your proposed employment with the Company is subject to the completion of all necessary legal documentation and background verification pertaining to your proposed employment at the time of joining the Company. You will be called upon for mandatory pre -joining training at Hanu' global delivery center, located at Greater Noida, UP. Your performance in said training will aid Hanu' decision to decide your Department, Date and Place of joining.

Because time is of the essence, this Intent will remain open only for two (2) calendar days, inclusive of the date you receive this letter. If you do not accept this Intent within that time frame, it will expire and will no longer be available for you to accept.

We look forward to having you on board and wish you a rewarding career with us!

Sincerely,

Amit Kataria

Amit Kataria
Chief Human Resource Officer
Hanu Software Solutions India Pvt Limited

Shresth Gupta

Shresth Gupta

Agreement for Azure Training & Employment at Hanu Software Solutions

Purpose

The purpose of Azure Training and Employment Agreement is to identify the knowledge, skill, trade, or occupation for which the trainee shall be trained on the basis of pre-training assessment and to confirm the offer of Employment by HANU that the trainee is following, subject to the other terms and conditions.

General

HANU will take the trainee/s on board for **18-25 Working days Azure Training Program**. Trainee/s will have the opportunity to ask questions and company will share useful resources that will help trainee/s to develop in his / her role. HANU will nominate some trainer/s from within the company and / or outsource, depending upon the requirement. The trainer/s will dedicate adequate time on a regular basis to personally give some tutorials about trainee/s position fundamentals. At some point, if / when trainer/s believe/s trainee/s to be ready, he / she will let the trainee/s be more hands-on in more demanding tasks. Before that the trainer/s will also ensure that trainee/s gets hands-on practice le demanding tasks that are going on within the company.

Learning Objectives

1. Trainee will learn Microsoft Azure Fundamentals with an in-depth knowledge of the concepts of Microsoft Azure to effectively perform various tasks in the capacity of a **Cloud Engineer**.
2. Trainee will learn the principles of cloud computing and will understand how these principles have been implemented in Microsoft Azure.
3. After completion of training, trainee will do relevant **Microsoft Azure certification**.

Trainee
Shresth Gupta

Company
Hanu Software Solutions Inc

Trainee & Employment Agreement

THIS AGREEMENT is made on 10th November 2021

BETWEEN:

HANU Software Solutions India Pvt Ltd. (hereinafter referred to as the “**Company**”), Unit F2, First Floor, Plot No. 6, Signature Tower, Ansal IT City Park (SEZ)Tech Zone, IT Parks, Greater Noida, UP-201308, through Mr. Amit Kataria, Chief Human Resource Officer

AND

Shresth Gupta (hereinafter referred to as the “**Trainee**”), Plot number: 29/30, Kundan Nagar, Sanganer, Jaipur, Rajasthan, 302011, shresthgupta9999@gmail.com, being inducted for Cloud Engineer.

NOW IT IS HEREBY AGREED as follows: In consideration by the Company, the parties agree as follows:

1. That under the terms of this Agreement, the Company agrees to provide the Trainee with 18 to 25 Working Days Traineeship / induction program for identified learning objectives of Microsoft Azure Track and the Trainee agrees to provide all work and services (the “**Services**”) reasonably required by the Company.
2. That the Trainee is expected to attend the training period for trainee position work experience, which will commence on **1st February 2022** and shall end on **10th March 2022** (the “**Training Period**”), with a review of the position at the end of 25 days of the Training Period. During this time, the trainee will commit a minimum of 8 hours of work on his / her trainee obligations (the “**Minimum Hours Requirement**”). The date mentioned for training commencement are indicative only and can be changed on discretion of company. However, any change on dates shall be intimated to you with sufficient prior notice.
3. That any tasks undertaken by the Trainee while on a traineeship period will have the purpose of promoting the Trainee's competence, understanding and familiarity of the Microsoft Azure Fundamentals as well as in the Trainee's agreed learning objectives.
4. That the Trainee will be under an obligation to the Company to make satisfactory progress on the induction / training period program, such progress will be agreed between the Company and the Trainee.
5. The Trainee will be expected to reach a reasonable standard of competence and performance for each task for which he / she has been trained.

6. That the Trainee has a contractual relationship with the Company and the successful training shall enlarge into an irrevocable paid employment contract which shall commence from such date, as may be determined by the Company.
7. The Trainee will be expected to behave as part of the Company on whatever position he / she is assigned and shall abide by all the terms and conditions applicable to the Company's own staff and respect the Company's policies, values, and procedures.
8. That the Trainee will not be paid for his / her traineeship period except any possible individual tasks or projects agreed separately in writing. The cost of the training shall be borne by the Company, which estimates Rupees 1,50,000 on each trainee.
9. That the Trainee must keep a record of all tasks through the daily task and time record.
10. That if the Trainee will be unable to attend the training, his trainer must be informed on the first day of absence.
11. That the Company will designate an individual/s (the "Trainer") to train, mentor and monitor the Trainee. The Trainer shall be the primary point of contact for the Trainee. Any requests from the Trainee should be communicated to the Trainer.
12. That the Trainee wishing to terminate the traineeship period must give three days' notice to the company and shall also pay the Training Cost incurred to the Company as liquidated damages.
13. That the Trainee wishing to terminate irrevocable paid employment of one year offered by the Company to him / her after successful completion of the traineeship period must give at least 45 Days prior notice to the company and shall also pay three months' salary offered by the Company to him / her in lieu of damages sustained by the Company along with the Training Cost of Rs 1,50,000 to the Company.
14. That the Company may terminate the traineeship period during the training period itself if the Trainee is unsatisfactory and by the discretion of the Trainer to terminate the Trainee's training.
15. Grounds for immediate termination as determined solely by the Company of the Trainee yet include but are not limited to the following actions or events:
 - a. Unauthorized absences or lack of communication.
 - b. Incapacity to attend training experience.
 - c. Inappropriate language or conduct to the Company's customers or employees.
 - d. Inappropriate behavior to any employees of the company.
 - e. Misuse of tools or information of the company.

- f. Actions that go against company values
 - g. Failure to make progress in the skills and towards the goals set out between the Trainee and Trainer.
 - h. Failure to commit the Minimum Hours Requirement or to provide the Services.
 - i. Fraud or any criminal offence.
 - j. Breach of this agreement.
16. That after the Trainee successfully ends his / her 18-25 Working Days training period indicated in the paragraph two, those who qualify the Post Training Assessment shall be offered Permanent Employment by Hanu and would necessarily be required to Join HANU with a compulsory and irrevocable locking period of one year at the end of the Trainee, else such Trainee shall be required to pay damages and the Training Cost of Rs. 1,50,000 as discussed in paragraphs above.
17. That the successful Trainee/s who join HANU after completion of the induction / training program of 18-25 Working days shall be governed by the terms, conditions, and service rules of HANU applicable to its employees.
18. That the progress and performance of all Trainees will be reviewed during and after the training period and performance review shall be conducted with the following criteria:
- a. Learning ability and knowledge acquired.
 - b. Standard of work and behavior during training period.
 - c. Reliability and performance.
 - d. Timekeeping & task records.
 - e. General conduct.

Proprietary Information and Confidentiality

Trainee is aware that in the course of her / his engagement with the Company and / or in connection therewith, Trainee may have access to, and be entrusted with, technical, proprietary, sales, legal, financial, and other data and information with respect to the affairs and business of the Company, its affiliates, customers and suppliers, and including information received by the Company from any third party subject to obligations of confidentiality towards said third party, all of which data and information, whether documentary, written, oral or computer generated, shall be deemed to be, and referred to as "Proprietary Information", which, by way of illustration but not limitation, shall include trade and business secrets, processes, patents, improvements, ideas, inventions (whether reduced to practice or not), techniques, products, and technologies (actual or planned), financial statements, marketing plans, strategies, forecasts, customer and / or supplier lists and / or relations, research and development activities, formula, data, know-how, designs, discoveries, models, computer hardware and software and any and all documentation relating thereto, drawings, dealings and transactions, except for such information which, on the date of disclosure, is, or thereafter becomes, available in the public domain or is generally known in the industry through no fault on the part of the Trainee.

Trainee agrees and declares that all Proprietary Information, patents and / or patent applications, copyrights and other intellectual property rights in connection therewith, are and shall remain the sole

property of the Company and its affiliates and their assigns. During the Trainee Period and upon its expiration thereafter, Trainee shall keep in confidence and trust all Proprietary Information, and any part thereof, and will not use or disclose and / or make available, directly, or indirectly, to any third party any Proprietary Information without the prior written consent of the Company, except and to the extent as may be necessary in the ordinary course of performing Trainee's duties pertaining to the Company and except and to the extent following, possible written notice from the Trainee to the Trainer and / or Company as may be required under any applicable law, regulation, judicial decision, or determination of any governmental entity.

Without derogating from the generality of the foregoing, the Trainee agrees:

- a. not to copy, transmit, reproduce, summarize, quote, publish and / or make any commercial or other use whatsoever of the Proprietary Information, or any part thereof, without the prior written consent of Company, except as may be necessary in the performance of her / his duties pertaining to the Company;
- b. to exercise the highest degree of care in safeguarding the Proprietary Information against loss, theft, or other inadvertent disclosure and to take all reasonable steps necessary to ensure the maintaining of confidentiality;
- c. upon a request by the Company to do so, the Trainee shall immediately deliver to the Company or destroy all Proprietary Information and any and all copies thereof, in whatever form, that had been furnished to the Trainee, prepared thereby and / or came to her / his possession in any manner whatsoever, during and in the course of her / his engagement with the Company, and shall not retain and / or make copies thereof in whatever form.

Trainee acknowledges that any breach of her / his obligations pursuant to this Section would cause the Company substantial damage for which the Company shall hold them liable. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect for a period of two (2) years thereafter.

Inventions and Work Product

Trainee agrees to promptly and from time to time fully inform and disclose to the Company all inventions, work product, designs, improvements, discoveries, algorithms, code, executable code, compilation and execution, configuration instructions and the like, which Trainee shall have created, developed or altered during her / his engagement with the Company, and which result from and are related directly to the Services rendered by Trainee to the Company, or which derive from any experimental work performed by the Company, whether conceived by Trainee alone or with others (the "Inventions"). All Inventions, and any and all rights, interests, and title therein, shall be the exclusive property of the Company and Trainee shall not be entitled, and hereby waives, now and / or in the future, any claim to any right, compensation and / or reward in connection therewith. In the event that by operation of law, any Invention shall be deemed property of or owned by (in whole or in part) the Trainee, Trainee hereby assigns and shall in the future take all the requisite steps (including by signing all appropriate documents) to assign to the Company and / or its designee any and all of her / his foregoing rights, titles and interests in such Inventions, on a worldwide basis, and hereby further acknowledges and shall in the future acknowledge the Company's full and exclusive ownership in all such Inventions. To the extent necessary, Trainee shall, during her / his engagement with the Company or at any time, thereafter, execute all documents and take all steps necessary to effectuate the assignment to the Company and / or its designee and / or to assist the Company to obtain the exclusive

and absolute rights, title, and interests in and to all Inventions, whether by the registration of patent, trademark, trade secret, copyright, and / or any other applicable legal protection, and to protect same against infringement by any third party. This provision shall apply with equal force and effect to all items that may be subject to copyright or trademark protection. The provisions of this Section shall survive termination of this Agreement and shall remain in full force and effect at all times thereafter.

Disputes and Governing Law

This Agreement will be governed by and constructed in accordance with the Law of India. Any disputes arising out of this agreement shall be resolved by an Arbitrator to be nominated by the Company. Arbitration proceedings shall take place in Noida. The courts of Noida shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date mentioned hereinabove.

Shresth Gupta

Shresth Gupta
Trainee

Amit Kataria

Amit Kataria
Chief Human Resource Officer
Hanu Software Solutions Inc.

Witnesses

1.

2.

Signature Certificate

Document Ref.: 9DAS8-QAHAE-RYYPK-N2EXA

Document signed by:

	Amit Kataria E-mail: amit@hanu.com Signed via link <div>IP: 115.113.186.162 Date: 11 Nov 2021 12:19:29 UTC</div>	
	Shresth Gupta Verified E-mail: shresthgupta9999@gmail.com <div>IP: 103.137.85.162 Date: 12 Nov 2021 08:45:58 UTC</div>	

Document completed by all parties on:
12 Nov 2021 08:45:58 UTC

Page 1 of 1



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**HashedIn Technologies Private Limited**

#36/5, Somasundara Palya,
27th Main Road, Sector 2,
HSR Layout, Bengaluru- 560102
Tel : +91 90360 16503
www.HashedIn.com

Aditi Goyal
Rajasthan, 302020

1st Aug 2022

Dear Aditi Goyal

Welcome home to HashedIn by Deloitte.

We are pleased to offer you an appointment for the position of **Software Engineer-I** at **B7** with a joining date as on **22nd Aug 2022** with HashedIn Technologies Private Limited ("Company").

You are entitled to receive an income of INR **810000** per annum (**Rupees Eight Lakh Ten Thousand Only**).

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Joining Bonus (Onetime Payment)	₹ 75000*
Total Cost to Company	₹ 810000

Please report to duty not later than, the agreed date of joining. In the event of you not reporting to duty on or prior to the date agreed upon, it shall be deemed that you have declined this offer and the offer would stand revoked.

We are committed to providing you with suitable training, mentoring and support to prepare you to enter and succeed in the target position. We are confident you will be able to make a significant contribution to the success of the Company and look forward to getting you onboard soon.

TERMS AND CONDITIONS

1. Your fixed compensation and additional monetary benefits will be payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.
2. Your employment with us will be governed by the Terms and Conditions as detailed in Annexure B, as well as any and all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time. Deloitte LLP and its U.S. based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Company is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Company's Independence Representations requirements, as further explained in Annexure B.
3. You will be under probation for a period of 6 months from the date of joining. Working hours to be followed by you is from Monday to Friday working with flexible hours, (Saturday & Sunday off).
4. Your initial place of work will be Bengaluru. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where the Company conducts business. While on transfer you will be governed by the rules, regulations, and conditions of service of that location.
5. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit, revoke or change such policies.

CIN: U72200KA2010PTC055702

Email: hashedincontact@deloitte.com

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Company or its affiliates.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

Your assignment is effective on **22nd Aug 2022**

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 3 days of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Hashedin by Deloitte.

For Hashedin Technologies Private Limited
Best Regards,

Spandan Ghosh

Authorized Signatory

Acceptance

I, **Aditi Goyal**, hereby accept the terms and conditions of this **Software Engineer-I** offer.

Please sign and date your Acceptance



Signature

02/08/2022

Date

Annexure A
Compensation Structure Information

Dear **Aditi Goyal**,

Your Fixed Compensation will be INR **₹630000**. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows:

Designation: **Software Engineer-I**

Compensation Components	Annual (INR)	Monthly (INR)
Basic Salary	₹315000	₹26250
Total Flexible Compensation	₹105000	₹26250
Details of Flexible Compensation		
Housing Rent Allowance	₹126000	₹10500
Leave Travel Allowance	₹26250	₹2188
Employee Provident Fund	₹43200	₹3600
Flexible benefit		
-- Phone Allowance & Internet	₹18000	₹1500
-- Professional Development	₹12600	₹1050
-- Petrol & Maintenance	₹24000	₹2000
-- Food coupons (Sodexo)	₹13200	₹1100
Special Allowance	₹51750	₹4312
Total Annual Salary	₹630000	₹52500
Less : Deductions		
EPF	-₹43,200	-₹3,600
Professional Tax	-₹2,400	-₹200
Medicclaim – Dependents**	-	-
Total Cash Payment before TDS	₹584400	₹48700
Performance Variable Bonus (Up To)	₹105000	
Joining Bonus*	₹75000	

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

*As an incentive to join the Company, you are eligible to receive a joining bonus as mentioned above, subject to your reporting for full-time employment on **22nd Aug 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within 12 months of your start date.

** Deduction under Mediclaim for Parents will be based on the employee opting for the same.

2nd December 2021
Mr. Akshat Joshi
Jaipur, 302017
India

Dear Akshat Joshi

We are pleased to inform you that your application for an Internship program has been accepted.

Your internship with **HashedIn Technologies Private Limited** ("Company") will be located in Bengaluru. The Internship program is for a duration of **Six Months** beginning **31st January 2022** to **1st July 2022**.

During this period, you will be paid a monthly stipend of **INR 25000** per month.

This Internship will cease either upon its completion or on **1st July 2022** whichever is earlier. You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope.

This will be followed by a job offer of Software Engineer- I at Band 7 upon successful completion of your internship and coursework. Post internship, you will be entitled to receive a gross CTC of INR 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only). You can refer to the following table for the breakup.

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Total Cost to Company	₹ 810000
Joining Bonus (One Time Payment)	₹ 75000

In case you need further information, please do a "reply all" with your concern and we will get back to you at the earliest.

For **HashedIn Technologies Private Limited**
Best Regards,

Authorized Signatory

Signature

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he has signed and accepted the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") in consideration of his internship with **Hashedin Technologies Private Limited** subject to the following:

- The Agreement shall be valid from **31st January 2022** to **1st July 2022**
- The conditions relating to Notice Period, Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Any reference to "Employment" in the Agreement shall mean "Internship".
- Any reference to "Employer" in the Agreement shall mean "Company".
- Any reference to myself as an "Employee" in the Agreement shall mean "Intern".
- Any reference to "Employment Agreement" in the Agreement shall mean "Internship Agreement".

Signed and Accepted

Candidate Name

Date: _____

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the "Agreement") is effective as of **31st January 2022** ("Effective Date") is by and between:

Hashedin Technologies Private Limited having its registered office at Bengaluru (referred to as "Company") **Akshat Joshi**, residing at **Jaipur** (referred to as "Recipient") hereby agree as follows:

1. The Recipient has applied to the Company for an Internship Program with the Company (referred to as "Internship"). The Company has accepted the application of the Recipient for Internship at the Company's premises from **31st January 2022** to **1st July 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient's participation in the Internship, the Recipient, for himself and his heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited ("DTTL") and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney's fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient's participation in or association with the Internship, including any travel to or return from the Internship at the Company's premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion, presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the "Confidential Information") from the Effective Date onwards.
5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone.
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company's prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to

be exclusive remedies for such breach or threatened breach by Recipient but shall be in addition to all other remedies available to the Company at law or in equity.

8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.

9. Waivers and Amendments

(i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.

(ii) No amendment or waiver shall be valid unless in writing and signed by both parties.

10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Hashedin Technologies Private Limited	Akshat Joshi Date: Place: Jaipur
----------------------------------------------	------------------------------------------------------



HashedIn Technologies Private Limited
#36/5, Somasundara Palya,
27th Main Road, Sector 2,
HSR Layout, Bengaluru- 560102
Tel : +91 90360 16503
www.HashedIn.com

Anushka Jain
Jaipur, 302020

1st Aug 2022

Dear Anushka Jain

Welcome home to HashedIn by Deloitte.

We are pleased to offer you an appointment for the position of **Software Engineer-I** at **B7** with a joining date as on **22nd Aug 2022** with HashedIn Technologies Private Limited ("Company").

You are entitled to receive an income of INR **810000** per annum (**Rupees Eight Lakh Ten Thousand Only**).

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Joining Bonus (Onetime Payment)	₹ 75000*
Total Cost to Company	₹ 810000

Please report to duty not later than, the agreed date of joining. In the event of you not reporting to duty on or prior to the date agreed upon, it shall be deemed that you have declined this offer and the offer would stand revoked.

We are committed to providing you with suitable training, mentoring and support to prepare you to enter and succeed in the target position. We are confident you will be able to make a significant contribution to the success of the Company and look forward to getting you onboard soon.

TERMS AND CONDITIONS

1. Your fixed compensation and additional monetary benefits will be payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.
2. Your employment with us will be governed by the Terms and Conditions as detailed in Annexure B, as well as any and all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time. Deloitte LLP and its U.S. based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Company is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Company's Independence Representations requirements, as further explained in Annexure B.
3. You will be under probation for a period of 6 months from the date of joining. Working hours to be followed by you is from Monday to Friday working with flexible hours, (Saturday & Sunday off).
4. Your initial place of work will be Bengaluru. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where the Company conducts business. While on transfer you will be governed by the rules, regulations, and conditions of service of that location.
5. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit, revoke or change such policies.

CIN: U72200KA2010PTC055702

Email: hashedincontact@deloitte.com

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Company or its affiliates.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

Your assignment is effective on **22nd Aug 2022**

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 3 days of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Hashedin by Deloitte.

For Hashedin Technologies Private Limited
Best Regards,

Spandan Ghosh

Authorized Signatory

Acceptance

I, **Anushka Jain**, hereby accept the terms and conditions of this **Software Engineer-I** offer.

Please sign and date your Acceptance



Signature

03/08/2022

Date

Annexure A
Compensation Structure Information

Dear **Anushka Jain**,

Your Fixed Compensation will be INR **₹630000**. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows:

Designation: **Software Engineer-I**

Compensation Components	Annual (INR)	Monthly (INR)
Basic Salary	₹315000	₹26250
Total Flexible Compensation	₹105000	₹26250
Details of Flexible Compensation		
Housing Rent Allowance	₹126000	₹10500
Leave Travel Allowance	₹26250	₹2188
Employee Provident Fund	₹43200	₹3600
Flexible benefit		
-- Phone Allowance & Internet	₹18000	₹1500
-- Professional Development	₹12600	₹1050
-- Petrol & Maintenance	₹24000	₹2000
-- Food coupons (Sodexo)	₹13200	₹1100
Special Allowance	₹51750	₹4312
Total Annual Salary	₹630000	₹52500
Less : Deductions		
EPF	-₹43,200	-₹3,600
Professional Tax	-₹2,400	-₹200
Medicclaim – Dependents**	-	-
Total Cash Payment before TDS	₹584400	₹48700
Performance Variable Bonus (Up To)	₹105000	
Joining Bonus*	₹75000	

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

*As an incentive to join the Company, you are eligible to receive a joining bonus as mentioned above, subject to your reporting for full-time employment on **22nd Aug 2022**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within 12 months of your start date.

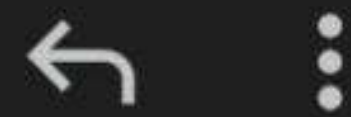
** Deduction under Mediclaim for Parents will be based on the employee opting for the same.



HashedIn by Deloitte_Campus Recruitment 2022_Letter of Intent Inbox ☆



Dash, Priyanka Oct 11
to me ^



From Dash, Priyanka • prdash@deloitte.com
To bayushi025@gmail.com
Date Oct 11, 2021, 7:43 PM
Standard encryption (TLS).
[View security details](#)



Dear Ayushi Bansal,

Greetings from HashedIn by Deloitte !
Congratulations and thank you for your keen interest in HashedIn by Deloitte. On behalf of the team, I would like to compliment you for your excellent performance during the Campus Hiring 2022 selection process. Looking forward to you being a part of the HashedIn by Deloitte family



We are delighted to extend an offer confirmation as **"Intern + Software Engineer- I"** at **HashedIn** by Deloitte, Bangalore.

We request you to provide a confirmatory acceptance of the offer by **10/13/2021 by 6:00PM** in the link – **HashedIn Offer Acceptance Form**

As pre- onboarding formalities request you to fill in the **Pre Onboarding Form** by **10/13/2021 by 6:00PM**.

Candidate details

Name	Ayushi Bansal
College Name	JECRC
Offer Designation	Intern + Software Engineer- I Intern (6 Months)-INR 25000 Software Engineer -I- INR 810000
Location	HSR Layout, Bangalore

Kindly note, this is our intent to offer; we will be sharing the formal offer letter post-acceptance of the letter of intent.

Regards,
Campus Recruitment Team
HashedIn by Deloitte

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and any disclosure, copying, or distribution of this message, or the taking of any action based on it, by you is strictly prohibited.

Deloitte refers to a Deloitte member firm, one of its

2nd December 2021
Ms. Chavi Mathur
Bhilwara, 311001
India

Dear Chavi Mathur

We are pleased to inform you that your application for an Internship program has been accepted.

Your internship with **HashedIn Technologies Private Limited** ("Company") will be located in Bengaluru. The Internship program is for a duration of **Six Months** beginning **31st January 2022** to **1st July 2022**.

During this period, you will be paid a monthly stipend of **INR 25000** per month.

This Internship will cease either upon its completion or on **1st July 2022** whichever is earlier. You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope.

This will be followed by a job offer of Software Engineer- I at Band 7 upon successful completion of your internship and coursework. Post internship, you will be entitled to receive a gross CTC of INR 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only). You can refer to the following table for the breakup.

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Total Cost to Company	₹ 810000
Joining Bonus (One Time Payment)	₹ 75000

In case you need further information, please do a "reply all" with your concern and we will get back to you at the earliest.

For **HashedIn Technologies Private Limited**
Best Regards,

Authorized Signatory

Signature

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he has signed and accepted the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") in consideration of his internship with **Hashedin Technologies Private Limited** subject to the following:

- The Agreement shall be valid from **31st January 2022** to **1st July 2022**
- The conditions relating to Notice Period, Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Any reference to "Employment" in the Agreement shall mean "Internship".
- Any reference to "Employer" in the Agreement shall mean "Company".
- Any reference to myself as an "Employee" in the Agreement shall mean "Intern".
- Any reference to "Employment Agreement" in the Agreement shall mean "Internship Agreement".

Signed and Accepted

Candidate Name

Date: _____

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the "Agreement") is effective as of **31st January 2022** ("Effective Date") is by and between:

Hashedin Technologies Private Limited having its registered office at Bengaluru (referred to as "Company") **Chavi Mathur**, residing at **Bhilwara** (referred to as "Recipient") hereby agree as follows:

1. The Recipient has applied to the Company for an Internship Program with the Company (referred to as "Internship"). The Company has accepted the application of the Recipient for Internship at the Company's premises from **31st January 2022** to **1st July 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient's participation in the Internship, the Recipient, for himself and his heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited ("DTTL") and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney's fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient's participation in or association with the Internship, including any travel to or return from the Internship at the Company's premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion, presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the "Confidential Information") from the Effective Date onwards.
5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone.
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company's prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to

be exclusive remedies for such breach or threatened breach by Recipient but shall be in addition to all other remedies available to the Company at law or in equity.

8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.

9. Waivers and Amendments

(i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.

(ii) No amendment or waiver shall be valid unless in writing and signed by both parties.

10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Hashedin Technologies Private Limited	Chavi Mathur Date: Place: Bhilwara
----------------------------------------------	--------------------------------------------------------

Netrica Gupta
Uttar Pradesh, 282001

6th Dec 2022

Dear Netrica Gupta

Welcome home to Hashedin by Deloitte.

We are pleased to offer you an appointment for the position of **Software Engineer - I** at **B7** with a joining date as on **9th Jan 2023** with Hashedin Technologies Private Limited ("Company").

You are entitled to receive an income of INR **810000** per annum (**Rupees Eight Lakh Ten Thousand Only**).

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Joining Bonus (Onetime Payment)	₹ 75000*
Total Cost to Company	₹ 810000

Please report to duty not later than, the agreed date of joining. In the event of you not reporting to duty on or prior to the date agreed upon, it shall be deemed that you have declined this offer and the offer would stand revoked.

We are committed to providing you with suitable training, mentoring and support to prepare you to enter and succeed in the target position. We are confident you will be able to make a significant contribution to the success of the Company and look forward to getting you onboard soon.

TERMS AND CONDITIONS

1. Your fixed compensation and additional monetary benefits will be payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes.
2. Your employment with us will be governed by the Terms and Conditions as detailed in Annexure B, as well as any and all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time. Deloitte LLP and its U.S. based subsidiaries (the "Deloitte U.S. Firms") require their employees to make the necessary representations regarding independence and other matters. Because the Company is an Indian subsidiary of Deloitte LLP, we must also comply with these independence requirements. Accordingly, this offer is conditional upon you agreeing to make such representations under the Company's Independence Representations requirements, as further explained in Annexure B.
3. You will be under probation for a period of 6 months from the date of joining. Working hours to be followed by you is from Monday to Friday working with flexible hours, (Saturday & Sunday off).
4. Your initial place of work will be Bengaluru. However, your services are transferable, and you may be assigned, after reasonable notice, to any location in India or abroad where the Company conducts business. While on transfer you will be governed by the rules, regulations, and conditions of service of that location.
5. All terms and conditions will be governed by the Company's policies as stated from time to time and the Company may in its sole discretion as it deems fit, revoke or change such policies.

This offer letter, together with the Annexures described herein, and the Non-Disclosure, Non Solicit and Intellectual Property Rights Assignment Agreement, the Information Security Policy (which you are required to sign upon joining), constitute the entire agreement between the parties with respect to the subject matter of this offer, and supersedes all other previous or contemporaneous oral or written representations, understandings or agreements relating to the subject matter of this offer between you and the Company or its affiliates.

The terms of this offer shall be kept strictly confidential. You shall execute all other documents as may be required to give effect to this offer.

Your assignment is effective on **9th Jan 2023**

Kindly sign and return a copy of this letter. Please initial each page in acceptance of the terms and conditions set out herein latest by 3 days of the issuance of the letter else this offer stands automatically withdrawn.

We welcome you and wish you every success in your career with Hashedin by Deloitte.

For Hashedin Technologies Private Limited
Best Regards,

Sprandan Ghosh

Authorized Signatory

Acceptance

I, **Netrica Gupta**, hereby accept the terms and conditions of this **Software Engineer - I** offer.

Please sign and date your Acceptance

Netrica
AR

Signature

Date

09-12-2022

Annexure A
Compensation Structure Information

Dear **Netrica Gupta**,

Your Fixed Compensation will be INR **₹630000**. This fixed pay consists of a number of allowances to ensure tax efficiency according to local taxation laws.

The breakdown of your basic salary and allowances are as follows:

Designation: **Software Engineer - I**

Compensation Components	Annual (INR)	Monthly (INR)
Basic Salary	₹315000	₹26250
Total Flexible Compensation	₹315000	₹26250
Details of Flexible Compensation		
Housing Rent Allowance	₹126000	₹10500
Leave Travel Allowance	₹26250	₹2188
Employee Provident Fund	₹43200	₹3600
Flexible benefit		
-- Phone Allowance & Internet	₹18000	₹1500
-- Professional Development	₹12600	₹1050
-- Petrol & Maintenance	₹24000	₹2000
-- Food coupons (Sodexo)	₹13200	₹1100
Special Allowance	₹51750	₹4312
Total Annual Salary	₹630000	₹52500
Less : Deductions		
EPF	-₹43,200	-₹3,600
Professional Tax	-₹2,400	-₹200
Mediclaim - Dependents**	-	-
Total Cash Payment before TDS	₹584400	₹48700
Performance Variable Bonus (Up To)	₹105000	
Joining Bonus*	₹75000	

All amounts and allowances above are pretax amounts and will be taxable in accordance with the taxation laws in India. For allowances requiring reimbursements, as non-taxable components, you will need to submit receipts/bills; otherwise they will be paid as taxable components.

You may also receive additional benefits, including and not limited to, in cash and/or in kind and/or as reimbursement, which could be referred as rewards, awards and gifts, which are generally accorded to the employees of the Employer, subject to the applicable taxes, policies and practices of the Employer.

*As an incentive to join the Company, you are eligible to receive a joining bonus as mentioned above, subject to your reporting for full-time employment on **9th Jan 2023**. This amount will attract applicable taxes and will be processed as part of your first month's payroll. You will have an obligation to repay the entire amount of your joining bonus if you resign your position or are terminated for cause by the Company within 12 months of your start date.

** Deduction under Mediclaim for Parents will be based on the employee opting for the same.

5th December 2021
Mr. Parve Sharma
Jaipur, 324007
India

Dear Parve Sharma

We are pleased to inform you that your application for an Internship program has been accepted.

Your internship with **HashedIn Technologies Private Limited** ("Company") will be located in Bengaluru. The Internship program is for a duration of **Six Months** beginning **31st January 2022** to **1st July 2022**.

During this period, you will be paid a monthly stipend of **INR 25000** per month.

This Internship will cease either upon its completion or on **1st July 2022** whichever is earlier. You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope.


This will be followed by a job offer of Software Engineer- I at Band 7 upon successful completion of your internship and coursework. Post internship, you will be entitled to receive a gross CTC of INR 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only). You can refer to the following table for the breakup.

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Total CTC to Company	₹ 810000
Joining Bonus (One Time Payment)	₹ 75000

In case you need further information, please do a "reply all" with your concern and we will get back to you at the earliest.

For **HashedIn Technologies Private Limited**
Best Regards,

Authorized Signatory



Signature

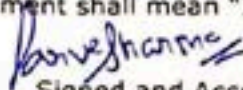
16 December 2021

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he has signed and accepted the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") in consideration of his internship with **HashedIn Technologies Private Limited** subject to the following:

- The Agreement shall be valid from **31st January 2022** to **1st July 2022**
- The conditions relating to Notice Period, Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Any reference to "Employment" in the Agreement shall mean "Internship".
- Any reference to "Employer" in the Agreement shall mean "Company".
- Any reference to myself as an "Employee" in the Agreement shall mean "Intern".
- Any reference to "Employment Agreement" in the Agreement shall mean "Internship Agreement".



Signed and Accepted

Candidate Name **PARVE SHARMA**

Date: **16 December 2021**

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the "Agreement") is effective as of **31st January 2022** ("Effective Date") is by and between:

HashedIn Technologies Private Limited having its registered office at Bengaluru (referred to as "Company") **Parve Sharma**, residing at **Jaipur** (referred to as "Recipient") hereby agree as follows:

1. The Recipient has applied to the Company for an Internship Program with the Company (referred to as "Internship"). The Company has accepted the application of the Recipient for Internship at the Company's premises from **31st January 2022** to **1st July 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient's participation in the Internship, the Recipient, for himself and his heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited ("DTTL") and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney's fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient's participation in or association with the Internship, including any travel to or return from the Internship at the Company's premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion, presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the "Confidential Information") from the Effective Date onwards.
5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone.
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company's prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to

be exclusive remedies for such breach or threatened breach by Recipient but shall be in addition to all other remedies available to the Company at law or in equity.

8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.

9. Waivers and Amendments

(i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.

(ii) No amendment or waiver shall be valid unless in writing and signed by both parties.

10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

HashedIn Technologies Private Limited	Parve Sharma Date: Place: Jaipur
---------------------------------------	----------------------------------------

2nd December 2021
Mr. Puneet Sharma
Jaipur, 302003
India

Dear Puneet Sharma

We are pleased to inform you that your application for an Internship program has been accepted.

Your internship with **HashedIn Technologies Private Limited** ("Company") will be located in Bengaluru. The Internship program is for a duration of **Six Months** beginning **31st January 2022** to **1st July 2022**.

During this period, you will be paid a monthly stipend of **INR 25000** per month.

This Internship will cease either upon its completion or on **1st July 2022** whichever is earlier. You will maintain confidentiality of the information you would have access to - both during and after the completion of the assignment.

Upon your reporting, you will be informed of your guide and program scope.

This will be followed by a job offer of Software Engineer- I at Band 7 upon successful completion of your internship and coursework. Post internship, you will be entitled to receive a gross CTC of INR 8,10,000/- (Rupees Eight Lakhs Ten Thousand Only). You can refer to the following table for the breakup.

Component	Amount in INR
Fixed CTC	₹ 630000
Performance Variable Bonus Upto	₹ 105000
Total Cost to Company	₹ 810000
Joining Bonus (One Time Payment)	₹ 75000

In case you need further information, please do a "reply all" with your concern and we will get back to you at the earliest.

For **HashedIn Technologies Private Limited**
Best Regards,

Authorized Signatory

Puneet Sharma

Signature

16/12/2021

Date

CONFIRMATION PAGE

The undersigned hereby confirms that he has signed and accepted the Non-Disclosure, Non-Solicit and Intellectual Property Rights Assignment Agreement ("Agreement") in consideration of his internship with **Hashedin Technologies Private Limited** subject to the following:

- The Agreement shall be valid from **31st January 2022** to **1st July 2022**
- The conditions relating to Notice Period, Retirement Age and Leaves as mentioned in the Terms of Service shall not apply.
- Any reference to "Employment" in the Agreement shall mean "Internship".
- Any reference to "Employer" in the Agreement shall mean "Company".
- Any reference to myself as an "Employee" in the Agreement shall mean "Intern".
- Any reference to "Employment Agreement" in the Agreement shall mean "Internship Agreement".

Signed and Accepted *Puneet Sharma*

Candidate Name Puneet Sharma

Date: 16/12/2021

CONFIDENTIALITY AND WAIVER AGREEMENT

This Confidentiality and Waiver Agreement (the "Agreement") is effective as of **31st January 2022** ("Effective Date") is by and between:

Hashedin Technologies Private Limited having its registered office at Bengaluru (referred to as "Company") **Puneet Sharma**, residing at **Jaipur** (referred to as "Recipient") hereby agree as follows:

1. The Recipient has applied to the Company for an Internship Program with the Company (referred to as "Internship"). The Company has accepted the application of the Recipient for Internship at the Company's premises from **31st January 2022** to **1st July 2022**.
2. The Recipient will comply with all rules, regulations, guidelines, policies and practices of the Company, which may be amended from time to time.
3. In consideration of the Recipient's participation in the Internship, the Recipient, for himself and his heirs, executors, administrators, representatives, assigns and successors in interest (hereinafter collectively "successors") forever waive and release the Company, its affiliates, Deloitte LLP and its subsidiaries, affiliates and related entities, Deloitte Touche Tohmatsu Limited ("DTTL") and any and all DTTL associate and member firms, all their respective, past, present and future parent companies, subsidiaries, officers, directors, employees, members, partners, principals, successors, transferees and assigns (collectively "Released Parties") from any and all claims, causes of action, liabilities, obligations, damages, losses, demands, judgments, costs and expenses, of every kind, nature or form, including, without limitation, attorney's fees, whether in contract, statute, tort (such as negligence) or otherwise, relating to, arising from or in any way, directly or indirectly, connected to, or arising out of the Recipient's participation in or association with the Internship, including any travel to or return from the Internship at the Company's premises.
4. The Company may disclose to the Recipient certain confidential, proprietary or non-public business information and/or trade secrets, which may also include information, materials, and ideas of or about the Company, its affiliates, related entities of Deloitte U.S. Entities, DTTL and its network of member firms or their affiliates, or clients, vendors, licensors or other persons, which materials, information or ideas are not generally known to the public, including, without limitation, discussion, presentation, materials, information or ideas relating to business plans, operations, products, services, methods, procedures, clients or prospective clients, equipment, or systems, whether in written, oral or any other form and also includes personally identifiable information about employees (including name, address, date of birth, photographs, government identifiers like PAN, license etc.) (referred to as the "Confidential Information") from the Effective Date onwards.
5. From the Effective Date onwards, Recipient shall not disclose such Confidential Information and shall hold it in trust for the sole benefit of the Company. Any other details provided to or otherwise made available to the Recipient by the Company or otherwise obtained or learnt by the Recipient are also covered under this Agreement and is to be treated as Confidential Information.
6. From the Effective Date onwards in relation to Confidential Information, Recipient agrees that:
 - I. Recipient shall not disclose the Confidential Information to anyone.
 - II. Recipient shall not copy or reproduce, in whole or in part, any Confidential Information without prior written authorization of the Company; and
 - III. Recipient shall promptly return or, with Company's prior written approval, destroy all Confidential Information and copies thereof.
7. Recipient acknowledges that the Confidential Information has tangible value and contains personal and proprietary information and that the Company will suffer irreparable damage for which money damages will not be a sufficient remedy in the event of a breach of any provision of this Agreement. The Company shall be entitled to specific performance and injunctive relief as remedies for any breach or threatened breach of any provision of this Agreement and such remedies shall not be deemed to

be exclusive remedies for such breach or threatened breach by Recipient but shall be in addition to all other remedies available to the Company at law or in equity.

8. Recipient shall indemnify and hold harmless the Company, and their respective partners, principals and employees from and against any and all claims, obligations, losses, injuries, damages, reasonable costs and reasonable expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered by reason of any breach by Recipient of any of the provisions of this Agreement.

9. Waivers and Amendments

(i) No delay or omission by any party in enforcing its rights or remedies hereunder shall impair such right or remedy or be deemed to be a waiver thereof.

(ii) No amendment or waiver shall be valid unless in writing and signed by both parties.

10. This Agreement shall be governed by the laws of India.

IN WITNESS WHEREOF, the Company and Recipient have caused this Agreement to be executed by their duly authorized representatives effective as of the date first above written.

Hashedin Technologies Private Limited	Puneet Sharma Date: 16/12/2021 Place: Jaipur
----------------------------------------------	------------------------------------------------------------------

Date: 27.01.2021

Subject: Offer of Employment

Dear Kriti Malpani

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,



Human Resources

Annexure 1

Date: 27.01.2021

Name: Kriti malpani

Designation: Executive Trainee

Band: J2

CTC STRUCTURE			
Pay Items	Per Annum	Per Month	
Fixed Pay			
Basic	1,15,500	9,625	
Other Allowance	64,493	5,374	
Tablet Allowance	12,000	1,000	
Daily Activity Allowance	24,000	2,000	
House Rental Allowance	69,300	5,775	
Statutory Bonus	24,000	2000	
Total Monthly Gross	3,09,293	25,774	
Retrials and Other Benefits (As per relevant Regulations & Acts)			
Provident Fund	21,600		
Gratuity	5,582		
Flexi Pay	41,225		
Valued Benefits			
Group Insurance Benefit	7,300		
Fixed Cost to Company	3,85,000		
Variable Pay			
Variable Pay for Performance ²	40,000		
Total Cost to Company	4,25,000		
² Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.			
Other Benefits (as per prevalent Company Policy):			
Group Term Insurance: Term cover of INR 12,00,000			
Mediclaime:INR2,00,000 for self and dependents			

¹Flexi Pay:

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the a fore mentioned monthly gross
- LTA, Mobile Handset Allowance, Fuel& Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy
- Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel& Driver	21,600	1,80

Date: 27.01.2021

Subject: Offer of Employment

Dear Bharat Singh Raghav

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,



Human Resources

Annexure 1

Date: 27.01.2021

Name: Bharat Singh Raghav

Designation: Executive Trainee

Band: J2

CTC STRUCTURE			
Pay Items	Per Annum	Per Month	
Fixed Pay			
Basic	1,15,500	9,625	
Other Allowance	64,493	5,374	
Tablet Allowance	12,000	1,000	
Daily Activity Allowance	24,000	2,000	
House Rental Allowance	69,300	5,775	
Statutory Bonus	24,000	2000	
Total Monthly Gross	3,09,293	25,774	
Retrials and Other Benefits (As per relevant Regulations & Acts)			
Provident Fund	21,600		
Gratuity	5,582		
Flexi Pay	41,225		
Valued Benefits			
Group Insurance Benefit	7,300		
Fixed Cost to Company	3,85,000		
Variable Pay			
Variable Pay for Performance ²	40,000		
Total Cost to Company	4,25,000		
² Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.			
Other Benefits (as per prevalent Company Policy):			
Group Term Insurance: Term cover of INR 12,00,000			
Mediclaime:INR2,00,000 for self and dependents			

¹Flexi Pay:

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the a fore mentioned monthly gross
- LTA, Mobile Handset Allowance, Fuel& Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy
- Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel& Driver	21,600	1,80

Date: 28.11.2021

Subject: Offer of Employment

Dear Navin Rankawat

Heartiest Congratulations to you!

HDFC Life is delighted to offer you the full-time position of Executive Trainee in our contingent upon your successful clearance of MBA/Post Graduate examination.

A detailed Compensation structure is enclosed here with (Annexure1) for your reference. An appointment letter along with the terms and conditions of employment will be issued to you after joining. **Your joining will be subject to your successful clearance of On-boarding Assessment post your pre-joining training.**

We are extremely excited to have you onboard. We are looking forward to receiving your acceptance of the offer on the duplicate copy of this letter. Please attach your resume and two passport size photographs with the same.

Warm Regards,



Human Resources

Annexure 1

Date: 28.11.2021

Name: Navin Rankawat

Designation: Executive Trainee

Band: J2

CTC STRUCTURE			
Pay Items	Per Annum	Per Month	
Fixed Pay			
Basic	1,15,500	9,625	
Other Allowance	64,493	5,374	
Tablet Allowance	12,000	1,000	
Daily Activity Allowance	24,000	2,000	
House Rental Allowance	69,300	5,775	
Statutory Bonus	24,000	2000	
Total Monthly Gross	3,09,293	25,774	
Retrials and Other Benefits (As per relevant Regulations & Acts)			
Provident Fund	21,600		
Gratuity	5,582		
Flexi Pay	41,225		
Valued Benefits			
Group Insurance Benefit	7,300		
Fixed Cost to Company	3,85,000		
Variable Pay			
Variable Pay for Performance ²	40,000		
Total Cost to Company	4,25,000		
² Variable Pay for Performance (VPP) is subject to your achieving a rating of “3-Meets Expectations” and above. The rating is assigned to an individual, on successful completion of the Executive Trainee Program (12 m), basis actual performance against the defined targets.			
Other Benefits (as per prevalent Company Policy):			
Group Term Insurance: Term cover of INR 12,00,000			
Mediclaime:INR2,00,000 for self and dependents			

¹Flexi Pay:

- Flexi component amount allocation can be planned by you in Flexi Benefit Planner. Please note that component selection will alter your monthly take home as against the a fore mentioned monthly gross
- LTA, Mobile Handset Allowance, Fuel& Driver are reimbursable components. On opting for these, the payout will be made only after submission of documents as provided in the Flexi Policy
- Maximum amounts allocable under Flexi Pay are following:**

Component	Per annum	Per month
LTA (Leave Travel)	9,625	802
Mobile Handset Allowance	10,000	833
Fuel& Driver	21,600	1,80



Welcome to Family! Inbox



Supriya Pathak 22 Nov

to me, Kumar, Aditi



Hi Naman,

Congratulations

This is in reference to the job application letter that you have submitted to us on **15th November 2021**. So hereby I am pleased to inform you that we found you eligible for the post & have selected you for the post of **Salesforce Trainee**.

Designation: Salesforce Trainee

Probation: 3 Months

CTC Per Annum: 1,20,000 INR

Reporting Date/ Time: 23rd November 2021/ 11:00 AM

NOTE: Your salary will be incremented as per your cumulative aggregate marks that you will get on the basis of your performance during the training program of duration 3-4 months. You'll be eligible for appraisal in October 2022.

You will be on a bond period of 2 years with HIC Global Solutions and that will be effective from your date of joining.

Please send me a scanned copy of self-attested Educational Certificates, PAN Card, Aadhar Card, and 2 Photographs and bring a hard copy with your original documents, on the day of joining.

Also please share your full name, your father's name and your complete permanent address along with the pincode.



Honda Cars India Limited

Registered Office & Works :

Plot No. A-1, Sector 40/41, Surajpur-Kasna Road,
Greater Noida, Industrial Development Area,
Distt. Gautam Budha Nagar (U. P.) Pin-201306
Website : www.hondacarindia.com

September 2, 2022

Gunjan Singh
House No. 5, Ward No. 8,
Near Filling Station, Udyog Puri,
Kota, Rajasthan (324004)

Dear Mr. Singh,

Sub: Letter of Intent

This has reference to your application and the subsequent meetings we had with you. We are pleased to offer you an opportunity in our organisation as per the terms and conditions discussed.

We take this opportunity to welcome you into our "Winning Team" and look forward to a long and mutually beneficial association.

A formal letter of appointment will be issued to you at the time of your joining.

Your appointment in the Company shall be subject to the following conditions:

- Being medically fit
- Positive antecedent and educational verification report

This LOI is subject to verification of your statement that none of your close relatives, as per HCIL definition (Annexure 1), are presently working in HCIL nor are any of the Directors in HCIL related to you.

If you have any further clarification/assistance, please get in touch with the undersigned or Mr. Deep Darshan Suman (9560253334).

Kindly sign the copy of the offer as a token of your acceptance and return to us. We look forward to your joining us on or before 12th September 2022.

Best Regards,
Yours Sincerely,

(SHINYA MIYAMOTO)
DIRECTOR - GENERAL AFFAIRS

Mr. Gunjan Singh
Graduate Engineer Trainee
Manufacturing
HCIL – TKR

Compensation Details Per Month (INR)	
A. Fixed	
Basic	25,000
HRA	10,000
Attire Allowance	1,500
Conveyance Allowance	1,600
Education Allowance	200
Special Allowance	956
LTC	1,250
PF	3,000
Gratuity	1,203
Total – A	44,709
B. Variable Pay	
Variable Pay	5,291
Total – B	5,291
Grand Total (A+B)	50,000

*This (VP) amount is based on your individual performance as per your KRAs and on the Company performance. The amount will be disbursed on monthly basis & will remain unchanged till the end of confirmation period. Post that it will be applicable as per the Performance Management System.

Other Benefits:

The following additional benefits will be extended as per company policy:

- ☐ Canteen Subsidy
- ☐ Transport Subsidy (If Applicable)
- ☐ Mediclaim
- ☐ Personal Accident Insurance
- ☐ Company sponsored Health Check-up
- ☐ Group Life Insurance Policy

As the Name

A

READY RECKONER (ET-I)

Salary & Other Benefits																			
Sr.No.	Component	Process																	
1	Basic	As per Anticipation of Salary Break-up																	
2	HRA	40% of Basic salary																	
3	Education Allowance	Rs 200/- per month																	
4	Conveyance Allowance	Rs.1600/- per month																	
5	Attire Maintenance	Rs 1500/- per month																	
6	Special Allowance	Balancing Figure																	
7	Variable Pay	The amount will be disbursed on monthly basis & is guranteed till the end of confirmation period. Post that it will be applicable as per the Performance Management System																	
8	Shift Allowance	A & B Rs 75/- per day C Rs 110/- per day																	
9	PF : Employer's contribution	@ 12% of Basic and the same amount will be deducted for employee's contribution																	
10	Gratuity	@4.81% of Basic (Approx.)																	
11	Medical Insurance (For hospitalization)	2 Lacs; for self, spouse, two dependent children & dependent parents can also be included by paying additional premium (Maximum 4 Nos. including self)																	
12	Group Personal Accident Insurance	10.50 Lacs (for Self only)																	
13	Group Life Insurance Policy (Coverage only for death)	35 Lacs (For Self Only); Annual Premium: Rs. 2850/- * (50 % of the premium will be deducted from the associate's salary on pro-rata basis)																	
14	Deductions for Transport facility - Rates effective 01.9.2010 (Reviewed periodically)	<table><tr><th>Distance (in KMs.)</th><th>Amount</th></tr><tr><td>< 20 KMs</td><td>Rs 1460/-</td></tr><tr><td>21 ~ 35 KMs</td><td>Rs 1680/-</td></tr><tr><td>36 ~ 50 KMs</td><td>Rs 1930/-</td></tr><tr><td>> 50 KMs</td><td>Rs 2215/-</td></tr></table>	Distance (in KMs.)	Amount	< 20 KMs	Rs 1460/-	21 ~ 35 KMs	Rs 1680/-	36 ~ 50 KMs	Rs 1930/-	> 50 KMs	Rs 2215/-	Transport facility is provided till Manager level. As per policy, nodal pickup/ drop point will not be changed.						
Distance (in KMs.)	Amount																		
< 20 KMs	Rs 1460/-																		
21 ~ 35 KMs	Rs 1680/-																		
36 ~ 50 KMs	Rs 1930/-																		
> 50 KMs	Rs 2215/-																		
15	Canteen (Meal, tea & snacks are available on subsidized rates; 75% of the total cost borne by co. & remaining 25% by the employee)	<table><tr><th>Cost to Associate</th><th>Remarks</th></tr><tr><td>Meal @ Rs 18 25/-</td><td rowspan="3">Coupon booklets can be obtained from concerned division's coordinator which contain 25 coupons of Tea & Snacks each</td></tr><tr><td>Tea @ Rs 2 75/-</td></tr><tr><td>Snacks @ Rs 4 50/-</td></tr></table>	Cost to Associate	Remarks	Meal @ Rs 18 25/-	Coupon booklets can be obtained from concerned division's coordinator which contain 25 coupons of Tea & Snacks each	Tea @ Rs 2 75/-	Snacks @ Rs 4 50/-											
Cost to Associate	Remarks																		
Meal @ Rs 18 25/-	Coupon booklets can be obtained from concerned division's coordinator which contain 25 coupons of Tea & Snacks each																		
Tea @ Rs 2 75/-																			
Snacks @ Rs 4 50/-																			
16	Notice Period (Tenure includes Probation period) *Note: The recovery of notice period will be on the Current Salary - Retirals	<table><tr><th>Tenure in HCIL</th><th>Notice Period</th></tr><tr><td>Upto 1 Yr</td><td>1 Month</td></tr><tr><td>1 ~ 2 Yrs</td><td>2 Months</td></tr><tr><td>2 Yrs. onwards</td><td>3 Months</td></tr></table>	Tenure in HCIL	Notice Period	Upto 1 Yr	1 Month	1 ~ 2 Yrs	2 Months	2 Yrs. onwards	3 Months									
Tenure in HCIL	Notice Period																		
Upto 1 Yr	1 Month																		
1 ~ 2 Yrs	2 Months																		
2 Yrs. onwards	3 Months																		
17	Joining Expenses; (Expenses incurred on joining will be recoverable from the associate, if he / she leaves the employment within a	<table><tr><th>Travel Mode</th><th>Actuals by Road/ Train</th></tr><tr><td>Goods</td><td>AC Chair Car/ II Tier AC/ III Tier AC/ AC Dlx. Bus</td></tr><tr><td>Car</td><td>1 Truck / Std. Size Rly Wagon (Need to submit 3 Quotations)</td></tr><tr><td>Boarding & Lodging</td><td>Max upto 14 days</td></tr><tr><td>Casual Leave</td><td>Max. 7 days</td></tr><tr><td>Sick Leave</td><td>Max. 5 days</td></tr><tr><td>Earned Leave</td><td>Max. 26 days (will be given in next calendar year)</td></tr><tr><td>General Shift</td><td>8 30 am ~ 5 30 pm</td></tr></table>	Travel Mode	Actuals by Road/ Train	Goods	AC Chair Car/ II Tier AC/ III Tier AC/ AC Dlx. Bus	Car	1 Truck / Std. Size Rly Wagon (Need to submit 3 Quotations)	Boarding & Lodging	Max upto 14 days	Casual Leave	Max. 7 days	Sick Leave	Max. 5 days	Earned Leave	Max. 26 days (will be given in next calendar year)	General Shift	8 30 am ~ 5 30 pm	
Travel Mode	Actuals by Road/ Train																		
Goods	AC Chair Car/ II Tier AC/ III Tier AC/ AC Dlx. Bus																		
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Boarding & Lodging	Max upto 14 days																		
Casual Leave	Max. 7 days																		
Sick Leave	Max. 5 days																		
Earned Leave	Max. 26 days (will be given in next calendar year)																		
General Shift	8 30 am ~ 5 30 pm																		
18	Leaves (Per Annum); Associate joins during the calendar year will be given leaves on pro-rata basis																		
19	Working Hours																		

NOTE: Taxes on the above components, if any, will be borne by the candidate

Astha Nanda



DOCUMENTS TO BE SUBMITTED BY ASSOCIATES ON JOINING

1. Original Qualification Certificates (10th onwards) for verification (Will be returned same day)
2. Self attested photocopies of qualification certificates (10th onwards)
3. Photocopy of Relieving Letter from the previous Company
4. Form 16(1) [Pertaining to Tax Deducted at source] or a Year –To-Date salary sheet from the previous employer, giving details of TDS for the current financial year.
5. Four passport size coloured photographs of self .
6. Photocopy of passport / Election ID card / Driving License and Aadhar Card
7. Copy /Proof of PAN Card. In case Pan card not available, apply for the same before joining .

Astha - Nanda



Annexure 1

With reference to your candidature for employment in Honda Cars India Limited you should not be:

-The relative of any Director or Key Managerial Personnel (KMP) of Honda Cars India Limited nor you should be Director or KMP in any other company. You should not be employed or working as consultant (full time or part time) in any company, partnership or proprietorship concern"

-Relative of any employee of Honda Cars India Limited.

Your offer shall be null and void if the above statement is found untrue in any respect. List of Directors & KMP and meaning of relative is stated in the notes below.

Notes

- Directors & KMP of Honda Cars India Limited are:

1. Mr. Takuya Tsumura
2. Mr. Masaaki Morita
3. Mr. Yuichi Murata
4. Mr. Praveen Paranjape
5. Mr. Hidenori Ashikawa
6. Mr. Akira Osaki
7. Mr. Shinya Miyamoto
8. Mr. Santoshi Kato
9. Ms. Alka Marezbhan Bharucha
10. Mr. Manoj Arora
11. Anjali Yadav

- Relative means

1. Member of Hindu Undivided Family (HUF)
2. Father (including step-father)
3. Spouse
4. Mother (including step-mother)
5. Son (including step-son)
6. Son's wife
7. Daughter
8. Daughter's husband
9. Brother (including step-brother)
10. Sister (including step-sister)

As the Nanda





Honda Cars India Limited

Registered Office & Works :

Plot No. A-1, Sector 40/41, Surajpur-Kasna Road,
Greater Noida, Industrial Development Area,
Distt. Gautam Budha Nagar (U. P.) Pin-201306
Website : www.hondacarindia.com

September 2, 2022

Piyush Purohit
44/64, Kiran Path, Mansarovar,
Jaipur, Rajasthan(302020)

Dear Mr.Purohit,

Sub: Letter of Intent

This has reference to your application and the subsequent meetings we had with you. We are pleased to offer you an opportunity in our organisation as per the terms and conditions discussed.

We take this opportunity to welcome you into our "Winning Team" and look forward to a long and mutually beneficial association.

A formal letter of appointment will be issued to you at the time of your joining.

Your appointment in the Company shall be subject to the following conditions:

- Being medically fit
- Positive antecedent and educational verification report

This LOI is subject to verification of your statement that none of your close relatives, as per HCIL definition (Annexure 1), are presently working in HCIL nor are any of the Directors in HCIL related to you.

If you have any further clarification/assistance, please get in touch with the undersigned or Mr. Deep Darshan Suman (9560253334).

Kindly sign the copy of the offer as a token of your acceptance and return to us. We look forward to your joining us on or before 12th September 2022.

Best Regards,
Yours Sincerely,


(SHINYA MIYAMOTO)
DIRECTOR – GENERAL AFFAIRS

Mr. Piyush Purohit
Graduate Engineer Trainee
Manufacturing
HCIL – TKR

Compensation Details Per Month (INR)	
A. Fixed	
Basic	25,000
HRA	10,000
Attire Allowance	1,500
Conveyance Allowance	1,600
Education Allowance	200
Special Allowance	956
LTC	1,250
PF	3,000
Gratuity	1,203
Total – A	44,709
B. Variable Pay	
Variable Pay	5,291
Total – B	5,291
Grand Total (A+B)	50,000

*This (VP) amount is based on your individual performance as per your KRAs and on the Company performance. The amount will be disbursed on monthly basis & will remain unchanged till the end of confirmation period. Post that it will be applicable as per the Performance Management System.

Other Benefits:

The following additional benefits will be extended as per company policy:

- ☐ Canteen Subsidy
- ☐ Transport Subsidy (If Applicable)
- ☐ Mediclaim
- ☐ Personal Accident Insurance
- ☐ Company sponsored Health Check-up
- ☐ Group Life Insurance Policy

Asha-Nanda

READY RECKONER (ET-I)

Salary & Other Benefits													
Sr.No.	Component	Process											
1	Basic	As per Annexure of Salary Break-up											
2	HRA	40% of Basic salary											
3	Education Allowance	Rs 200/- per month											
4	Conveyance Allowance	Rs 1500/- per month											
5	Attire Maintenance	Rs 1500/- per month											
6	Special Allowance	Balancing Figure											
7	Variable Pay	The amount will be disbursed on monthly basis & is guaranteed till the end of confirmation period. Post that it will be applicable as per the Performance Management System											
8	Shift Allowance	A & B Rs 75/- per day C Rs 110/- per day											
9	PF : Employer's contribution	@ 12% of Basic and the same amount will be deducted for employee's contribution											
10	Gratuity	@ 4.81% of Basic (Approx.)											
11	Medical Insurance (For hospitalization)	2 Lacs; for self, spouse, two dependent children & dependent parents can also be included by paying additional premium (Maximum 4 Nos. including self)											
12	Group Personal Accident Insurance	10.50 Lacs (for Self only)											
13	Group Life Insurance Policy (Coverage only for death)	35 Lacs (For Self Only); Annual Premium: Rs. 2850/- * (50 % of the premium will be deducted from the associate's salary on pro-rata basis)											
14	Deductions for Transport facility Rates effective 01.9.2010 (Reviewed periodically)	<table><tr><th>Distance (in KMs.)</th><th>Amount</th></tr><tr><td>< 20 KMs</td><td>Rs 1460/-</td></tr><tr><td>21 ~ 35 KMs</td><td>Rs 1580/-</td></tr><tr><td>36 ~ 50 KMs</td><td>Rs 1930/-</td></tr><tr><td>> 50 KMs</td><td>Rs 2215/-</td></tr></table>	Distance (in KMs.)	Amount	< 20 KMs	Rs 1460/-	21 ~ 35 KMs	Rs 1580/-	36 ~ 50 KMs	Rs 1930/-	> 50 KMs	Rs 2215/-	Transport facility is provided till Manager level. As per policy, nodal pickup/ drop point will not be changed
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15	Canteen (Meal, tea & snacks are available on subsidized rates; 75% of the total cost borne by co. & remaining 25% by the employee)	<table><tr><th>Cost to Associate</th><th>Remarks</th></tr><tr><td>Meal @ Rs 18.25/-</td><td rowspan="3">Coupon booklets can be obtained from concerned division's coordinator which contain 25 coupons of Tea & Snacks each</td></tr><tr><td>Tea @ Rs 2.75/-</td></tr><tr><td>Snacks @ Rs 4.50/-</td></tr></table>	Cost to Associate	Remarks	Meal @ Rs 18.25/-	Coupon booklets can be obtained from concerned division's coordinator which contain 25 coupons of Tea & Snacks each	Tea @ Rs 2.75/-	Snacks @ Rs 4.50/-					
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19	Working Hours	8 30 am ~ 5 30 pm											

NOTE: Taxes on the above components, if any, will be borne by the candidate

Atto-Nanda

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DOCUMENTS TO BE SUBMITTED BY ASSOCIATES ON JOINING

1. Original Qualification Certificates (10th onwards) for verification (Will be returned same day)
2. Self attested photocopies of qualification certificates (10th onwards)
3. Photocopy of Relieving Letter from the previous Company
4. Form 16(1) [Pertaining to Tax Deducted at source] or a Year –To-Date salary sheet from the previous employer, giving details of TDS for the current financial year.
5. Four passport size coloured photographs of self .
6. Photocopy of passport / Election ID card / Driving License and Aadhar Card
7. Copy /Proof of PAN Card. In case Pan card not available, apply for the same before joining .

Abha Nanda



Annexure I

With reference to your candidature for employment in Honda Cars India Limited you should not be:

-The relative of any Director or Key Managerial Personnel (KMP) of Honda Cars India Limited nor you should be Director or KMP in any other company. You should not be employed or working as consultant (full time or part time) in any company, partnership or proprietorship concern"

-Relative of any employee of Honda Cars India Limited.

Your offer shall be null and void if the above statement is found untrue in any respect. List of Directors & KMP and meaning of relative is stated in the notes below.

Notes

- Directors & KMP of Honda Cars India Limited are:

1. Mr. Takuya Tsumura
2. Mr. Masaaki Morita
3. Mr. Yuichi Murata
4. Mr. Praveen Paranjape
5. Mr. Hidenori Ashikawa
6. Mr. Akira Osaki
7. Mr. Shinya Miyamoto
8. Mr. Santoshi Kato
9. Ms. Alka Marezban Bharucha
10. Mr. Manoj Arora
11. Anjali Yadav

- Relative means

1. Member of Hindu Undivided Family (HUF)
2. Father (including step-father)
3. Spouse
4. Mother (including step-mother)
5. Son (including step-son)
6. Son's wife
7. Daughter
8. Daughter's husband
9. Brother (including step-brother)
10. Sister (including step-sister)

Ashu Nanda





Honda Cars India Limited

Registered Office & Works :

Plot No. A-1, Sector 40/41, Surajpur-Kasna Road,

Greater Noida, Industrial Development Area,

Distt. Gautam Budha Nagar (U. P.) Pin-201306

Website : www.hondacarindia.com

September 2, 2022

Sourabh Singh Rajpurohit
99/52, Sarveshwar Nagar,
Ajmer, Rajasthan (305001)

Dear Mr. Rajpurohit,

Sub: Letter of Intent

This has reference to your application and the subsequent meetings we had with you. We are pleased to offer you an opportunity in our organisation as per the terms and conditions discussed.

We take this opportunity to welcome you into our "Winning Team" and look forward to a long and mutually beneficial association.

A formal letter of appointment will be issued to you at the time of your joining.

Your appointment in the Company shall be subject to the following conditions:

- Being medically fit
- Positive antecedent and educational verification report

This LOI is subject to verification of your statement that none of your close relatives, as per HCIL definition (Annexure 1), are presently working in HCIL nor are any of the Directors in HCIL related to you.

If you have any further clarification/assistance, please get in touch with the undersigned or Mr. Deep Darshan Suman (9560253334).

Kindly sign the copy of the offer as a token of your acceptance and return to us. We look forward to your joining us on or before 12th September 2022.

Best Regards,
Yours Sincerely,


(SHINYA MIYAMOTO)
DIRECTOR – GENERAL AFFAIRS

Astha - Nayab

Mr. Sourabh Singh Rajpurohit
Graduate Engineer Trainee
Manufacturing
HCIL – TKR

Compensation Details Per Month (INR)	
A. Fixed	
Basic	25,000
HRA	10,000
Attire Allowance	1,500
Conveyance Allowance	1,600
Education Allowance	200
Special Allowance	956
LTC	1,250
PF	3,000
Gratuity	1,203
Total – A	44,709
B. Variable Pay	
Variable Pay	5,291
Total – B	5,291
Grand Total (A+B)	50,000

*This (VP) amount is based on your individual performance as per your KRAs and on the Company performance. The amount will be disbursed on monthly basis & will remain unchanged till the end of confirmation period. Post that it will be applicable as per the Performance Management System.

Other Benefits:

The following additional benefits will be extended as per company policy:

- ☐ Canteen Subsidy
- ☐ Transport Subsidy (If Applicable)
- ☐ Mediclaim
- ☐ Personal Accident Insurance
- ☐ Company sponsored Health Check-up
- ☐ Group Life Insurance Policy

Attho - Gonda

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READY RECKONER (ET-I)

Salary & Other Benefits

Sr.No.	Component	Process																
1	Basic	As per Annexure of Salary Break-up																
2	HRA	40% of Basic salary																
3	Education Allowance	Rs.200/- per month																
4	Conveyance Allowance	Rs. 1600/- per month																
5	Attire Maintenance	Rs. 1500/- per month																
6	Special Allowance	Balancing Figure																
7	Variable Pay	The amount will be disbursed on monthly basis & is guranteed till the end of confirmation period. Post that it will be applicable as per the Performance Management System																
8	Shift Allowance	A & B : Rs 75/- per day C : Rs 110/- per day																
9	PF : Employer's contribution	@ 12% of Basic and the same amount will be deducted for employee's contribution																
10	Gratuity	@ 4.81% of Basic (Approx.)																
11	Medical Insurance (For hospitalization)	2 Lacs; for self, spouse, two dependent children & dependent parents can also be included by paying additional premium (Maximum 4 Nos. including self)																
12	Group Personal Accident Insurance	10.50 Lacs (for Self only)																
13	Group Life Insurance Policy (Coverage only for death)	36 Lacs (For Self Only). Annual Premium: Rs. 2850/- * (50 % of the premium will be deducted from the associate's salary on pro-rata basis)																
14	Deductions for Transport facility - Rates effective 01.9.2010 (Reviewed periodically)	<table><tr><th>Distance (in KMs.)</th><th>Amount</th></tr><tr><td>< 20 KMs</td><td>Rs. 1450/-</td></tr><tr><td>21 ~ 35 KMs</td><td>Rs. 1680/-</td></tr><tr><td>36 ~ 50 KMs</td><td>Rs. 1930/-</td></tr><tr><td>> 50 KMs</td><td>Rs. 2215/-</td></tr></table> <p>Transport facility is provided till Manager level. As per policy, nodal pickup/ drop point will not be changed</p>	Distance (in KMs.)	Amount	< 20 KMs	Rs. 1450/-	21 ~ 35 KMs	Rs. 1680/-	36 ~ 50 KMs	Rs. 1930/-	> 50 KMs	Rs. 2215/-						
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NOTE: Taxes on the above components, if any, will be borne by the candidate

Asst. Navde

DOCUMENTS TO BE SUBMITTED BY ASSOCIATES ON JOINING

1. Original Qualification Certificates (10th onwards) for verification (Will be returned same day)
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5. Four passport size coloured photographs of self
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7. Copy /Proof of PAN Card. In case Pan card not available, apply for the same before joining .

Ashu-Nanda



Annexure 1

With reference to your candidature for employment in Honda Cars India Limited you should not be:

-The relative of any Director or Key Managerial Personnel (KMP) of Honda Cars India Limited nor you should be Director or KMP in any other company. You should not be employed or working as consultant (full time or part time) in any company, partnership or proprietorship concern"

-Relative of any employee of Honda Cars India Limited.

Your offer shall be null and void if the above statement is found untrue in any respect. List of Directors & KMP and meaning of relative is stated in the notes below.

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- Directors & KMP of Honda Cars India Limited are:

1. Mr. Takuya Tsumura
2. Mr. Masaaki Morita
3. Mr. Yuichi Murata
4. Mr. Praveen Paranjape
5. Mr. Hidenori Ashikawa
6. Mr. Akira Osaki
7. Mr. Shinya Miyamoto
8. Mr. Santoshi Kato
9. Ms. Alka Marezbhan Bharucha
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- Relative means

1. Member of Hindu Undivided Family (HUF)
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5. Son (including step-son)
6. Son's wife
7. Daughter
8. Daughter's husband
9. Brother (including step-brother)
10. Sister (including step-sister)

Asha Navla

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J. R. SERVICES

ADD. 403/1 LAXMI NIWAS ,2ND FLOOR ,DATTA MANDIR ROAD SHIRVANE , NERUL
NAVI MUMBAI – 400706 EMAIL – jdv0447@gmail.com jrservices2007@gmail.com

This Contract is made on this **15th November 2022** between J.R. Services Deputed at Fairmont Jaipur (known as "Hotel"), located at 2, Riico Kukas Jaipur - 302028 of the one part AND **Ms. Anushikha Sharma** resident of Jaipur, Rajasthan of the other part.

WHEREAS

1. The Company is desirous of retaining **Anushikha Sharma** on contractual basis as **Commi 2 - Culinary**, and
2. **Anushikha Sharma** is willing and ready to undertake this role on the terms and conditions hereinafter appearing, and,

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

A. SCOPE OF SERVICES

Anushikha Sharma shall be responsible for scope of work outlined in **Annexure 1** and shall be designated as **Commi 2 - Culinary**.

B. DURATION

- a) **With Notice** by giving One **(1) Month'** notice in writing or payment of the equivalent of **One (1) months'** salary in lieu of such notice or in part by giving you notice and in part by paying you an amount of your salary in lieu of the relevant part of the notice period. During the period of notice provided for above, the Company/Hotel may, at its discretion, require you to:
 - i. Not attend work; or
 - ii. Perform duties which are different to those which you were otherwise required to perform under this Appointment, provided you have the necessary skills and competences to perform such duties.

Outstanding Annual Earned Leave, if any, has to be mandatorily availed during notice period /adjusted against contracted Notice period and only balance Annual Earned Leave due, if any, will be en-cashed at time of full and final settlement

- b) **Without Notice.** The Company/Hotel may in writing to you without Notice forthwith terminate your employment for reasons of 'cause' such as committing serious or gross misconduct as per your conditions of service including, without limitation:
 - i. Willful or material breach of any of the terms of this Assignment;
 - ii. Conduct that causes imminent, or serious, risk to either the health or safety of a person or the reputation, viability or profitability of the Hotel's business or company as a group;
 - iii. Theft, fraud or dishonesty;
 - iv. Being under the influence of alcohol or illegal drugs at work; or
 - v. Refusing to carry out a lawful instruction;
 - vi. Gross negligence or default in the performance of your official duties, or
- vii. Committing acts that are in contravention of any of the stipulations of the 'company & social Responsibility Charter', 'Conflict of Interest Policy', 'Gifts and Business Courtesies Policy', 'Whistleblowing Mechanism Policy' and 'Prevention of Sexual Harassment Policy' - all of which collectively constitute the 'AAPC India Vigil Mechanism' that have been issued to you and duly acknowledged and accepted by you.



- viii. Being convicted of a criminal offence,
- ix. Submitting incorrect, inaccurate, false documents or false information in support of your employment history or willfully suppressing any material information in regards to your
- x. Employment credentials or personal particulars for which the Company/Hotel reserves the right to initiate verification of documents submitted by you at any point of time.

In the event of termination of your employment without Notice in the above mentioned cases, the Company will not have any liability to compensate you in any manner for notice period foregone, other than for time worked.

C. SALARY, ALLOWANCES AND BENEFITS

Anushikha Sharma shall be entitled to the following monthly salary, allowances and benefits for the duration of this contract:

Salary & Allowances	Gross Rs./ Month	Gross Rs./ Annum
Basic Salary	10,940	131,276
House Rent Allowance	4,254	51,052
Total (A)	15,194	182,328
Benefits		
Employer contribution to Provident Fund @ 12% of Basic Salary	1,313	15,753
Employer contribution to ESIC @ 3.25% of Gross Monthly Salary	494	5,926
Total (B)	1,807	21,679
Total Fixed Compensation (A+B)	17,001	204,007

- Coverage under Employee Provident Fund & Employees' State Insurance Corporation Act.
- Enrollment for self under the Group Personal Accident Insurance Scheme and Group Term Life Insurance scheme as per Company policy.
- Salary, Allowances and Benefits stated above will be subject to applicable taxes and statutory deductions as per subsisting governmental laws.

D. OTHER TERMS AND CONDITIONS

1. Anushikha Sharma will be bound by the policies of the Company as framed, amended and enforced from time to time.
2. This contract is subject to Anushikha Sharma remaining medically fit and the opinion of the Company specified Doctor will be considered as final, in regard to his/her medical fitness or otherwise
3. Anushikha Sharma will be responsible for making his/her own transportation arrangements to and from work irrespective of duty timings and the Company has no liability in this regard.
4. During the aforesaid fixed term temporary appointment Anushikha Sharma shall be in full time service of the Company and shall, therefore, not take up any other job or business, trade, occupation or the like, whether full time or part time, whilst in the employment of the management.



5. All training manuals, operations manuals, business data, business plans, financial projections and results, sales and marketing information, marketing strategies, customer information, computer programs and other business commercial or technical information or data concerning the business prospects, strategies, business objectives, business transactions, financial arrangements, operations, systems and organizations, methods, standards, specifications, concepts, ideas, plans, projects, programs, procedures and know - how of the Management / Company, made available to in any tangible medium of expression, including any discoveries, inventions or derivative works of the same that is created or conceptualize (collectively referred to herein as "confidential information"), are the sole and exclusive property of the Company. The confidential information made available may include valuable trade secrets belonging to the company, its affiliates or customers. All confidential information must be held in strictest confidence and not shared or disclosed to any third party or be used except in routine course of performance of official duties. All confidential information including any copies, summaries or compilations of any confidential information of the Company must be returned immediately upon termination/cessation of the contract.
6. Company always has consciously set the bar high on the commitment in following standard of business ethics & practices. Further to this endeavor and in order achieve the stated commitment, Company has in place an 'Ethics & Social Responsibility Charter', 'Conflict of Interest Policy', 'Gifts and Business Courtesies Policy', 'Whistleblowing Mechanism Policy' and 'Prevention of Sexual Harassment Policy' - all of which collectively constitute the Vigil Mechanism'. This Vigil Mechanism reinforces the Company values and commitments towards the guests, employees, shareholders, investors, partners and local community and is to be followed in its letter and spirit by all employees. **Anushikha Sharma** is required to read and understand the policies in details, as it covers all aspects of ethical business practices and is about doing the right things every day and undertakes to scrupulously observe and abide by the Company Ethics & Social Responsibility Charter along with the above referred Policies, in letter and spirit. **Anushikha Sharma** further agree to - perform assigned employment duties honestly and ethically, and to the best of his/her abilities; access records containing public data.

7. **PLACE OF APPOINTMENT AND TRANSFER**

Your place of appointment will, at present, be in **Jaipur, Rajasthan**. You are however liable to be transferred to another department, post or place whether in existence or coming into existence hereafter, either at the place of position or any other place where the Management may establish / open its branch later on. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you.

Depending on the contingencies of service and/or employment, you may be transferred to work in any section, department or division of the Company/Hotel. The Management may depute you on a temporary or permanent basis within the department or to any other department based on exigency of work only when the work assignment reasonably requires access to the data and only for business-related purposes; report any suspected code of conduct and ethics violations, significant internal control deficiencies, evidence of theft, embezzlement, unlawful use of public funds or property, or any other irregularities/wrongdoings to the VP Talent and Culture India and/or through appropriate whistleblowing communication channels.

8. The Company reserves the right to initiate verification of documents submitted by **Anushikha Sharma** at any point of time, and if any declaration given, information furnished or supporting credentials provided to the Company proves to be incorrect, inaccurate or false or if any material information is found to be suppressed, **Anushikha Sharma** will be liable to be terminated from employment of the Company without further notice or any form of compensation whatsoever.

SOCIAL MEDIA POLICY AND MEDIA STATEMENTS

"Social Media" refers to forms of electronic communication (such as but not restricted to, social networks, micro-blogging, instant messaging/"chat", blogs, forums, review websites, wiki-sites etc.) through which



users create online communities to share information, ideas, personal messages, and other content (such as pictures and videos).

The Social Media policy provides guidelines to help you make appropriate and responsible decisions about postings in social media channels. You are prohibited from posting any reviews on any travel-related review websites (such as but not restricted to TripAdvisor and other similar online travel agents and travel service providers) or forums, referring to any individual company or restaurants and any company brands including loyalty programs. Hotel does not tolerate malicious, libelous or unfounded reviews on any company competitors' facilities. Should you have any issues with the service or product during your stay at hotel, we strongly recommend you to contact the General Manager directly to give your feedbacks.

You acknowledge that you have read the Social Media Policy before signing on the employment contract. You understand the contents and will undertake to comply with the terms set out in the policy. You understand that if you violate any of the terms of the policy, you may be subject to disciplinary proceedings of the Company/Hotel or such decision of the management as they deem appropriate.

9. In case of any dispute arising in respect of the interpretation of the terms and conditions of this contract, the decision of the Management shall be final and binding.

You must not at any time during your employment with the Company/Hotel disclose, make, authorize, issue or otherwise permit statements to be made to the media relating to any of the Hotel/Company's or any of its associated hotels' guests or confidential information.

Any derogative comment/discussion made by an employee via a Social Media site regarding the Hotel/Company and/or any fellow employee will be investigated and may render the employee liable to disciplinary action under the Hotel/Company's Disciplinary procedure which may include dismissal.

Any comment/discussion that is found to breach the Hotel/Company's confidentiality or is detrimental to the Hotel/Company's interests or damaging to the Hotel/Company's public interests will be regarded as bringing the Hotel/Company into disrepute and will render the employee liable to action under the Hotel/Company's Disciplinary procedure, which may include dismissal.

Any comment/discussion which is found to violate any employee's (or client's) dignity or to create an intimidating, hostile, degrading, humiliating or offensive environment for them or to breach anti-discrimination legislation will be regarded as gross misconduct and will render the employee liable to action under the Hotel/Company's Disciplinary procedure, which may include dismissal.

The Hotel/Company reminds all employees to remain professional at all times when discussing the Hotel/Company and/or fellow employees.

CONFLICT OF INTEREST

Without prior written consent of the Management, you shall not indulge, engage or interest yourself either directly or indirectly, whether for reward or gratuity in any work, investment or business other than in the course of the performance of your duties in the Hotel.

Thanking You

Yours Sincerely
FOR. M/S. J.R.SERVICES

JANARDHAN D. VANGULE (PARTNER)



J. R. SERVICES

DECLARATION BY Anushikha Sharma

I have gone through and fully understood the terms & conditions of this Agreement and accept the same.
I have gone through and received a copy of the service conditions, the terms of which would form part of my contract with the Company.

Signature :

Date : 06-11-2022



J. R. SERVICES

ADD. 403/1 LAXMI NIWAS ,2ND FLOOR ,DATTA MANDIR ROAD SHIRVANE , NERUL
NAVI MUMBAI – 400706 EMAIL – jd0447@gmail.com jrservices2007@gmail.com

This Contract is made on this **15th November 2022** between J.R. Services Deputed at Fairmont Jaipur (known as "Hotel"), located at 2, Riico Kukas Jaipur - 302028 of the one part AND **Mr. Devansh Bhatia** resident of Jaipur, Rajasthan of the other part.

WHEREAS

1. The Company is desirous of retaining **Devansh Bhatia** on contractual basis as **F&B Ambassador - F&B Service**, and
2. **Devansh Bhatia** is willing and ready to undertake this role on the terms and conditions hereinafter appearing, and,

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

A. SCOPE OF SERVICES

Devansh Bhatia shall be responsible for scope of work outlined in **Annexure 1** and shall be designated as **F&B Ambassador - F&B Service**.

B. DURATION

- a) **With Notice** by giving One **(1) Month'** notice in writing or payment of the equivalent of **One (1) months'** salary in lieu of such notice or in part by giving you notice and in part by paying you an amount of your salary in lieu of the relevant part of the notice period. During the period of notice provided for above, the Company/Hotel may, at its discretion, require you to:
 - i. Not attend work; or
 - ii. Perform duties which are different to those which you were otherwise required to perform under this Appointment, provided you have the necessary skills and competences to perform such duties.

Outstanding Annual Earned Leave, if any, has to be mandatorily availed during notice period /adjusted against contracted Notice period and only balance Annual Earned Leave due, if any, will be en-cashed at time of full and final settlement

- b) **Without Notice.** The Company/Hotel may in writing to you without Notice forthwith terminate your employment for reasons of 'cause' such as committing serious or gross misconduct as per your conditions of service including, without limitation:
 - i. Willful or material breach of any of the terms of this Assignment;
 - ii. Conduct that causes imminent, or serious, risk to either the health or safety of a person or the reputation, viability or profitability of the Hotel's business or company as a group;
 - iii. Theft, fraud or dishonesty;
 - iv. Being under the influence of alcohol or illegal drugs at work; or
 - v. Refusing to carry out a lawful instruction;
 - vi. Gross negligence or default in the performance of your official duties, or
- vii. Committing acts that are in contravention of any of the stipulations of the 'company & social Responsibility Charter', 'Conflict of Interest Policy', 'Gifts and Business Courtesies Policy', 'Whistleblowing Mechanism Policy' and 'Prevention of Sexual Harassment Policy' - all of which collectively constitute the 'AAPC India Vigil Mechanism' that have been issued to you and duly acknowledged and accepted by you.



- viii. Being convicted of a criminal offence,
- ix. Submitting incorrect, inaccurate, false documents or false information in support of your employment history or willfully suppressing any material information in regards to your
- x. Employment credentials or personal particulars for which the Company/Hotel reserves the right to initiate verification of documents submitted by you at any point of time.

In the event of termination of your employment without Notice in the above mentioned cases, the Company will not have any liability to compensate you in any manner for notice period foregone, other than for time worked.

C. SALARY, ALLOWANCES AND BENEFITS

Devansh Bhatia shall be entitled to the following monthly salary, allowances and benefits for the duration of this contract:

Salary & Allowances	Gross Rs./ Month	Gross Rs./ Annum
Basic Salary	10,940	131,276
House Rent Allowance	4,254	51,052
Total (A)	15,194	182,328
Benefits		
Employer contribution to Provident Fund @ 12% of Basic Salary	1,313	15,753
Employer contribution to ESIC @ 3.25% of Gross Monthly Salary	494	5,926
Total (B)	1,807	21,679
Total Fixed Compensation (A+B)	17,001	204,007

- Coverage under Employee Provident Fund & Employees' State Insurance Corporation Act.
- Enrollment for self under the Group Personal Accident Insurance Scheme and Group Term Life Insurance scheme as per Company policy.
- Salary, Allowances and Benefits stated above will be subject to applicable taxes and statutory deductions as per subsisting governmental laws.

D. OTHER TERMS AND CONDITIONS

1. Devansh Bhatia will be bound by the policies of the Company as framed, amended and enforced from time to time.
2. This contract is subject to Devansh Bhatia remaining medically fit and the opinion of the Company specified Doctor will be considered as final, in regard to his/her medical fitness or otherwise
3. Devansh Bhatia will be responsible for making his/her own transportation arrangements to and from work irrespective of duty timings and the Company has no liability in this regard.
4. During the aforesaid fixed term temporary appointment Devansh Bhatia shall be in full time service of the Company and shall, therefore, not take up any other job or business, trade, occupation or the like, whether full time or part time, whilst in the employment of the management.



5. All training manuals, operations manuals, business data, business plans, financial projections and results, sales and marketing information, marketing strategies, customer information, computer programs and other business commercial or technical information or data concerning the business prospects, strategies, business objectives, business transactions, financial arrangements, operations, systems and organizations, methods, standards, specifications, concepts, ideas, plans, projects, programs, procedures and know - how of the Management / Company, made available to in any tangible medium of expression, including any discoveries, inventions or derivative works of the same that is created or conceptualize (collectively referred to herein as "confidential information"), are the sole and exclusive property of the Company. The confidential information made available may include valuable trade secrets belonging to the company, its affiliates or customers. All confidential information must be held in strictest confidence and not shared or disclosed to any third party or be used except in routine course of performance of official duties. All confidential information including any copies, summaries or compilations of any confidential information of the Company must be returned immediately upon termination/cessation of the contract.
6. Company always has consciously set the bar high on the commitment in following standard of business ethics & practices. Further to this endeavor and in order achieve the stated commitment, Company has in place an 'Ethics & Social Responsibility Charter', 'Conflict of Interest Policy', 'Gifts and Business Courtesies Policy', 'Whistleblowing Mechanism Policy' and 'Prevention of Sexual Harassment Policy' - all of which collectively constitute the Vigil Mechanism'. This Vigil Mechanism reinforces the Company values and commitments towards the guests, employees, shareholders, investors, partners and local community and is to be followed in its letter and spirit by all employees. **Devansh Bhatia** is required to read and understand the policies in details, as it covers all aspects of ethical business practices and is about doing the right things every day and undertakes to scrupulously observe and abide by the Company Ethics & Social Responsibility Charter along with the above referred Policies, in letter and spirit. **Devansh Bhatia** further agree to - perform assigned employment duties honestly and ethically, and to the best of his/her abilities; access records containing public data.

7. **PLACE OF APPOINTMENT AND TRANSFER**

Your place of appointment will, at present, be in **Jaipur, Rajasthan**. You are however liable to be transferred to another department, post or place whether in existence or coming into existence hereafter, either at the place of position or any other place where the Management may establish / open its branch later on. Upon such transfer, the rules and regulations applicable to such a post or at the place of transfer will automatically become applicable to you.

Depending on the contingencies of service and/or employment, you may be transferred to work in any section, department or division of the Company/Hotel. The Management may depute you on a temporary or permanent basis within the department or to any other department based on exigency of work only when the work assignment reasonably requires access to the data and only for business-related purposes; report any suspected code of conduct and ethics violations, significant internal control deficiencies, evidence of theft, embezzlement, unlawful use of public funds or property, or any other irregularities/wrongdoings to the VP Talent and Culture India and/or through appropriate whistleblowing communication channels.

8. The Company reserves the right to initiate verification of documents submitted by **Devansh Bhatia** at any point of time, and if any declaration given, information furnished or supporting credentials provided to the Company proves to be incorrect, inaccurate or false or if any material information is found to be suppressed, **Devansh Bhatia** will be liable to be terminated from employment of the Company without further notice or any form of compensation whatsoever.

SOCIAL MEDIA POLICY AND MEDIA STATEMENTS

"Social Media" refers to forms of electronic communication (such as but not restricted to, social networks, micro-blogging, instant messaging/"chat", blogs, forums, review websites, wiki-sites etc.) through which



users create online communities to share information, ideas, personal messages, and other content (such as pictures and videos).

The Social Media policy provides guidelines to help you make appropriate and responsible decisions about postings in social media channels. You are prohibited from posting any reviews on any travel-related review websites (such as but not restricted to TripAdvisor and other similar online travel agents and travel service providers) or forums, referring to any individual company or restaurants and any company brands including loyalty programs. Hotel does not tolerate malicious, libelous or unfounded reviews on any company competitors' facilities. Should you have any issues with the service or product during your stay at hotel, we strongly recommend you to contact the General Manager directly to give your feedbacks.

You acknowledge that you have read the Social Media Policy before signing on the employment contract. You understand the contents and will undertake to comply with the terms set out in the policy. You understand that if you violate any of the terms of the policy, you may be subject to disciplinary proceedings of the Company/Hotel or such decision of the management as they deem appropriate.

9. In case of any dispute arising in respect of the interpretation of the terms and conditions of this contract, the decision of the Management shall be final and binding.

You must not at any time during your employment with the Company/Hotel disclose, make, authorize, issue or otherwise permit statements to be made to the media relating to any of the Hotel/Company's or any of its associated hotels' guests or confidential information.

Any derogative comment/discussion made by an employee via a Social Media site regarding the Hotel/Company and/or any fellow employee will be investigated and may render the employee liable to disciplinary action under the Hotel/Company's Disciplinary procedure which may include dismissal.

Any comment/discussion that is found to breach the Hotel/Company's confidentiality or is detrimental to the Hotel/Company's interests or damaging to the Hotel/Company's public interests will be regarded as bringing the Hotel/Company into disrepute and will render the employee liable to action under the Hotel/Company's Disciplinary procedure, which may include dismissal.

Any comment/discussion which is found to violate any employee's (or client's) dignity or to create an intimidating, hostile, degrading, humiliating or offensive environment for them or to breach anti-discrimination legislation will be regarded as gross misconduct and will render the employee liable to action under the Hotel/Company's Disciplinary procedure, which may include dismissal.

The Hotel/Company reminds all employees to remain professional at all times when discussing the Hotel/Company and/or fellow employees.

CONFLICT OF INTEREST

Without prior written consent of the Management, you shall not indulge, engage or interest yourself either directly or indirectly, whether for reward or gratuity in any work, investment or business other than in the course of the performance of your duties in the Hotel.

Thanking You

Yours Sincerely
FOR. M/S. J.R.SERVICES

JANARDHAN D. VANGULE (PARTNER)



J. R. SERVICES

DECLARATION BY Devansh Bhatia

I have gone through and fully understood the terms & conditions of this Agreement and accept the same.
I have gone through and received a copy of the service conditions, the terms of which would form part
of my contract with the Company.

Signature :

Date :

5th Nov 2022

CN102219564

Model Contract of Apprenticeship Training for Major/Minor* Apprentices

1. Name and Registered Address of Establishment : RAMBAGH PALACE HOTEL (E12150800040)
- with Telephone no. & E-mail address : BHAWANI SINGH ROAD, JAIPUR, JaipurJaipur, Rajasthan
- : 0141-6671234
- : rambagh.jaipur@tajhotels.com
2. (a) Name of Apprentice (Block Letters) : GOUTAM SONI (A0922173122)
- (b) Father's/Mother's /Spouse's Name : Purshottam Soni
3. Address of apprentice : Plot no 18 shree ram nagar d jhotwara jaipur,
Jaipur, Jaipur, Rajasthan
4. Gender : Male
5. Date of Birth : 12-02-2002
6. (a) Whether belongs to SC/ST/OBC/PwD/ Minority : No
- (b) Name of the Category : General
7. Educational Qualification (Highest) : Diploma
8. (a) Category of Apprenticeship : Designated
- (b) Name of the trade for which Apprentice is training : Receptionist/Hotel Clerk/Front Office Assistant
9. (a) Whether Basic Training is to be provided as part of Apprenticeship : Yes
- (b) If Basic Training is exempt – reason for exemption
- (i) Name of the Course : N/A
- (ii) Duration of Training/Course : N/A
- (iii) Name of the Institute : N/A
- (iv) Name of the Sector Skill Council (if applicable) : N/A
10. Apprenticeship Training duration (Total) : 2580 Hours
- (a) Duration of Basic Training : 500 Hours
- Period of Basic Training : From 28-09-2022 to 26-12-2022
- (b) Duration of On-the-Job Training : 2080 Hours
- Period of On-the-Job Training : From 27-12-2022 to 31-12-2023
- (c) Training Type : Sequential
11. Apprenticeship Training Location : Rambagh Palace Hotel
- (a) Name and address of facility where Basic Training is to be provided : RAMBAGH PALACE HOTEL
- : Rambagh Palace Hotel
- :
- (b) Name and address of the facility where On-the-Job Training is to be provided : RAMBAGH PALACE HOTEL
- Rambagh Palace Hotel
- Jaipur
- Rajasthan
12. (a) Date of execution of contract : 14-10-2022
- (b) Age of Apprentice on the date of execution of contract : 20 years, 7 months and 29 days
13. Is the establishment opting for benefits under NAPS*? : Yes
- *If yes, Annexure 2 to this contract will also be applicable.



14. Monthly stipend amount
- | | |
|-----------------------------------------|---------|
| (a) During 1st year of training | : 10000 |
| (b) During 2nd year of training | : 11000 |
| (c) During 3rd and 4th year of training | : N/A |

The Establishment agrees and understands that the minimum monthly stipend amount is prescribed in the Rule 11(1) of Apprenticeship Rule, 1992. The Establishment confirms that the agreed monthly stipend amount entered above must be higher than these minimum rates.

If the minimum rates are modified through legislation (either through modification of rules, or through modification of minimum wages payable) during the course of apprenticeship, this revised rates will apply as the minimum payable to Apprentice

15. (a) Name and Address of Guardian In case Apprentice is under 18 years of age (Minor) : N/A
- (b) Relationship with the Apprentice : N/A
16. (a) Whether Apprentice was identified through approved Third Party Aggregator : No
- (b) Name of TPA (if applicable) : N/A

17. We, the Establishment, Apprentice/Guardian solemnly declare that we have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 as amended from time to time, regarding the contract of apprenticeship training including obligations and terms and conditions contained in Schedule V and VI of the said rules and will comply with the same.
18. I, the Apprentice, declare that all details shared by me, including educational qualifications and other personal information shared, is correct and will provide original documents for verification at any time
19. We, the Establishment, have examined the Apprentice's information, including personal details, and will seek relevant documentation for verification as and when required.
20. In case of default by either the apprentice or the employer, we agree to compensate the other party as per the provisions of the Apprenticeship Rules, 1992 (Main Provisions of the Rules may be seen in the Annexure 1).
21. The Establishment, Apprentice/Guardian hereby also declares to comply with the terms and conditions of National Apprenticeship Promotion Scheme (NAPS), if applicable.


Ajeet Singh Parihar
Director of Human Resources
THE RAMBAGH PALACE

Signature of the
Employer with seal



Signature of Apprentice

Signature of Guardian

FOR OFFICE USE ONLY

Contract Registration No. : CN102219564
(To be given by the Office of the Apprenticeship Adviser)
(Mandatory only for Registered Trades)

A rectangular stamp containing a handwritten signature in blue ink at the top. Below the signature, the text is printed in Hindi: 'सहायक शिक्षक संतुष्टिकार एवं अध्यापक' (Assistant Teacher for Satisfaction and Teaching), 'औद्योगिक प्रशिक्षण संस्थान' (Industrial Training Institute), and '(जयपुर विभाग)' (Jaipur Division).

Signature of Registering Authority
(Apprenticeship Adviser)
(Registration required for Designation trade only)

Annexure 1 Contract of Apprenticeship Training

Some provisions of the Apprenticeship Rules relating to the Contract of Apprenticeship Training are reproduced below for sake of convenience.

Both the Establishment and Apprentices have read and are bound by the provisions of the directions in have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992, which will apply to this Contract of Apprenticeship

1. The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which an apprentice remains on casual leave or medical leave. Stipend shall, however, not be paid for the period for which an Apprentice remains on extraordinary leave.
2. Where the Contract of Apprenticeship is terminated through failure on the part of the employer in carrying out the terms and conditions of the Contract (as notified under the Apprenticeship Rules, 1992), he shall pay to the apprentice compensation as determined by Apprenticeship Advisor.
3. In the event of premature termination of Contract of Apprenticeship for failure on the part of apprentice to carry out the terms and condition of the contract (as notified under the Apprenticeship Rules, 1992), the apprentice hereby guarantees to employer the payment of such amount as determined by the Apprenticeship Adviser as and towards the cost of training.

Annexure -2 | Covenants and conditions specific to NAPs scheme

1. For availing benefit under NAPS scheme, the course under which apprenticeship training is being provided, should be NSQF aligned.
2. Assessment and Certification shall be done jointly by the establishment and SSC/ NCVT/ other bodies as notified from time to time under NAPS guidelines.
3. The Establishment warrants and confirms that they have studied, understood and agree to comply with the guidelines that are applicable to Establishments that are part of the NAPS scheme. These guidelines are published at (<https://www.apprenticeshipindia.gov.in>) and maybe updated from time to time.

CN112220811

Model Contract of Apprenticeship Training for Major/Minor* Apprentices

1. Name and Registered Address of Establishment : RAMBAGH PALACE HOTEL (E12150800040)
- with Telephone no. & E-mail address : BHAWANI SINGH ROAD, JAIPUR, JaipurJaipur, Rajasthan
- : 0141-6671234
- : rambagh.jaipur@tajhotels.com
2. (a) Name of Apprentice (Block Letters) : NISHEK DOGRA (A112239931)
- (b) Father's/Mother's /Spouse's Name : Hemraj Dogra
3. Address of apprentice : 19 shiva colony 2nd ram nagar sodala jaipur,
jaipur, Jaipur, Rajasthan
4. Gender : Male
5. Date of Birth : 26-03-2000
6. (a) Whether belongs to SC/ST/OBC/PwD/ Minority : Yes
- (b) Name of the Category : Obc
7. Educational Qualification (Highest) : Graduate - B.Sc
8. (a) Category of Apprenticeship : Designated
- (b) Name of the trade for which Apprentice is training : Apprentice Food and Beverage Service (Stewardship)
9. (a) Whether Basic Training is to be provided as part of Apprenticeship : Yes
- (b) If Basic Training is exempt – reason for exemption
- (i) Name of the Course : N/A
- (ii) Duration of Training/Course : N/A
- (iii) Name of the Institute : N/A
- (iv) Name of the Sector Skill Council (if applicable) : N/A
10. Apprenticeship Training duration (Total) : 4120 Hours
- (a) Duration of Basic Training : 1000 Hours
- Period of Basic Training : From 10-11-2022 to 08-05-2023
- (b) Duration of On-the-Job Training : 3120 Hours
- Period of On-the-Job Training : From 09-05-2023 to 31-10-2024
- (c) Training Type : Sequential
11. Apprenticeship Training Location : Rambagh Palace Hotel
- (a) Name and address of facility where Basic Training is to be provided : RAMBAGH PALACE HOTEL
- : Rambagh Palace Hotel
- :
- (b) Name and address of the facility where On-the-Job Training is to be provided : RAMBAGH PALACE HOTEL
- Rambagh Palace Hotel
- Jaipur
- Rajasthan
12. (a) Date of execution of contract : 11-11-2022
- (b) Age of Apprentice on the date of execution of contract : 22 years, 7 months and 15 days
13. Is the establishment opting for benefits under NAPS*? : Yes
- *If yes, Annexure 2 to this contract will also be applicable.



14. Monthly stipend amount
- | | |
|-----------------------------------------|---------|
| (a) During 1st year of training | : 10000 |
| (b) During 2nd year of training | : 11000 |
| (c) During 3rd and 4th year of training | : N/A |

The Establishment agrees and understands that the minimum monthly stipend amount is prescribed in the Rule 11(1) of Apprenticeship Rule, 1992. The Establishment confirms that the agreed monthly stipend amount entered above must be higher than these minimum rates.

If the minimum rates are modified through legislation (either through modification of rules, or through modification of minimum wages payable) during the course of apprenticeship, this revised rates will apply as the minimum payable to Apprentice

15. (a) Name and Address of Guardian In case Apprentice is under 18 years of age (Minor) : N/A
- (b) Relationship with the Apprentice : N/A
16. (a) Whether Apprentice was identified through approved Third Party Aggregator : No
- (b) Name of TPA (if applicable) : N/A

17. We, the Establishment, Apprentice/Guardian solemnly declare that we have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992 as amended from time to time, regarding the contract of apprenticeship training including obligations and terms and conditions contained in Schedule V and VI of the said rules and will comply with the same.
18. I, the Apprentice, declare that all details shared by me, including educational qualifications and other personal information shared, is correct and will provide original documents for verification at any time
19. We, the Establishment, have examined the Apprentice's information, including personal details, and will seek relevant documentation for verification as and when required.
20. In case of default by either the apprentice or the employer, we agree to compensate the other party as per the provisions of the Apprenticeship Rules, 1992 (Main Provisions of the Rules may be seen in the Annexure 1).
21. The Establishment, Apprentice/Guardian hereby also declares to comply with the terms and conditions of National Apprenticeship Promotion Scheme (NAPS), if applicable.



Ajeet Singh Parihar
Director of Human Resources
THE RAMBAGH PALACE

Signature of the
Employer with seal



Signature of Apprentice

Signature of Guardian

FOR OFFICE USE ONLY

Contract Registration No. : CN112220811
(To be given by the Office of the Apprenticeship Adviser)
(Mandatory only for Registered Trades)

A rectangular stamp containing a handwritten signature in blue ink at the top. Below the signature, the text is printed in Hindi: "सहायक शिक्षक संतुष्टिकार एवं अध्यापक", "औद्योगिक प्रशिक्षण संस्थान", and "(जयपुर विभाग)".

Signature of Registering Authority
(Apprenticeship Adviser)
(Registration required for Designation trade only)

Annexure 1 Contract of Apprenticeship Training

Some provisions of the Apprenticeship Rules relating to the Contract of Apprenticeship Training are reproduced below for sake of convenience.

Both the Establishment and Apprentices have read and are bound by the provisions of the directions in have read the Apprentices Act, 1961 and the Apprenticeship Rules, 1992, which will apply to this Contract of Apprenticeship

1. The stipend for a particular month shall be paid by the tenth day of the following month. No deduction shall be made from the stipend for the period during which an apprentice remains on casual leave or medical leave. Stipend shall, however, not be paid for the period for which an Apprentice remains on extraordinary leave.
2. Where the Contract of Apprenticeship is terminated through failure on the part of the employer in carrying out the terms and conditions of the Contract (as notified under the Apprenticeship Rules, 1992), he shall pay to the apprentice compensation as determined by Apprenticeship Advisor.
3. In the event of premature termination of Contract of Apprenticeship for failure on the part of apprentice to carry out the terms and condition of the contract (as notified under the Apprenticeship Rules, 1992), the apprentice hereby guarantees to employer the payment of such amount as determined by the Apprenticeship Adviser as and towards the cost of training.

Annexure -2 | Covenants and conditions specific to NAPs scheme

1. For availing benefit under NAPS scheme, the course under which apprenticeship training is being provided, should be NSQF aligned.
2. Assessment and Certification shall be done jointly by the establishment and SSC/ NCVT/ other bodies as notified from time to time under NAPS guidelines.
3. The Establishment warrants and confirms that they have studied, understood and agree to comply with the guidelines that are applicable to Establishments that are part of the NAPS scheme. These guidelines are published at (<https://www.apprenticeshipindia.gov.in>) and maybe updated from time to time.



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

22/06/2022

Dear Aditya Ranjan S/o/D/o Akhilesh Kumar,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70%/ 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

22/06/2022

Aditya Ranjan
F-201, Gurushikhar Apartments, Ajairajpura
Jaipur India 302022

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Dear Aditya Ranjan,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engr (Applications)

Job Code & Job Title (Internal): 00130K - Software Designer I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Office Worker pursuant to HPE's Global Edge-to-Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Office Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Office Worker (rather than Edge Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

22/06/2022

Aditya Ranjan

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

CONFIDENTIAL

Dear Aditya Ranjan,

Further to our letter of appointment dated 22/06/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One lakh and Fifty Thousand only).

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) : Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel): (Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia

Azerbaijan

Belarus

Burma (Myanmar)

Cambodia

Cuba

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Aditya Ranjan

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sainesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

26/10/2021

Aditya Tiwari

A-20, Shreeji Tenament, Near IPCL road, Undera, Vadodara

Dear Aditya,

We are pleased to inform you that you have been selected for training with Hewlett Packard India Software Operation Pvt. Ltd. ("HPE" or the "Company") from 18/01/2022 to 15/07/2022 for a period of **6 months** under the guidance and supervision of Kaustav Chatterjee. Your location would be Bangalore, Karnataka, India.

1. During the tenure of the project, you will be paid a **stipend of Rs.30,000 per month**. The payment of stipend shall depend on your unconditional presence at any location that may be stipulated herein above.
2. It is clearly understood that you are not in any manner providing any service to HPE and that the payment of stipend shall not in any manner be construed or deemed to be consideration for services rendered by you.
3. You will not be entitled to any statutory benefits of otherwise to which a regular employee of the company is entitled.
4. You will be entitled for 12 days leave per annum, weekly holidays and such other holidays declared by the Company.
5. During your training with the company you shall be bound by the company's rules and regulation applicable from time to time and any violation to this will result in immediate termination of your training.
6. During your training with the company you may come across certain confidential information related to the business of the company, any such information you shall not use or disclose to others or any third party in any circumstances.
7. You shall not publish your research / project report and about the company in any form in mass media and the same is to be treated strictly for academic purpose only.
8. You shall maintain utmost confidentiality on any information that you acquire during the project and sign the enclosed confidentiality agreement on or before the start of training period.
9. You shall not, during the period of your project study at HPE, copy, duplicate, decompile or translate any intellectual property of HPE without appropriate authorization. You shall not take out any intellectual property belonging to HPE, outside the work place or HPE's premises, without appropriate authorization from the supervisor.
10. You shall be obligated to compensate HPE appropriately, in the event you cause any loss or damage to any property that is owned or leased by HPE, during the training period.
11. It is expressly understood and agreed by and between us that the company shall in no way be

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

liable /responsible for any injuries/ impairment in health arising during your training period.

12. This offer of appointment is conditional upon successful background checks (which may include **criminal checks**, verification of previous employment, education verification, **credit check** and appropriate identification verification) being conducted either by HPE or an appropriate third party, and the results of such background checks being favorable in HPE's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE.

We look forward to having you join us and wish you a fruitful training with us.

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments

India

Aditya Tiwari

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

(a) to use such information only in the performance of Company duties;

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Company.

As used here, “**Competing Line of Business**” includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

“**Company Employee**” means an individual employed by or retained as a consultant to Company or its related corporations. “**Company Supplier**” means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company’s Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys’ fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company’s goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

15/01/2022

Alisha Mishra

F-4/42, Sugan Vihar, Pocket-F, AWHO Colony, Sector-1, Vidhyadhar Nagar, Jaipur

Dear Alisha,

We are pleased to inform you that you have been selected for training with Hewlett Packard India Software Operation Pvt. Ltd. ("HPE" or the "Company") from 08/02/2022 to 05/08/2022 for a period of six months under the guidance and supervision of Gururaj Pralhad Cowkur. Your location would be Bangalore, Karnataka, India.

1. During the tenure of the project, you will be paid a **stipend of Rs.30,000 per month**. The payment of stipend shall depend on your unconditional presence at any location that may be stipulated herein above.
2. It is clearly understood that you are not in any manner providing any service to HPE and that the payment of stipend shall not in any manner be construed or deemed to be consideration for services rendered by you.
3. You will not be entitled to any statutory benefits of otherwise to which a regular employee of the company is entitled.
4. You will be entitled for 12 days leave per annum, weekly holidays and such other holidays declared by the Company.
5. During your training with the company you shall be bound by the company's rules and regulation applicable from time to time and any violation to this will result in immediate termination of your training.
6. During your training with the company you may come across certain confidential information related to the business of the company, any such information you shall not use or disclose to others or any third party in any circumstances.
7. You shall not publish your research / project report and about the company in any form in mass media and the same is to be treated strictly for academic purpose only.
8. You shall maintain utmost confidentiality on any information that you acquire during the project and sign the enclosed confidentiality agreement on or before the start of training period.
9. You shall not, during the period of your project study at HPE, copy, duplicate, decompile or translate any intellectual property of HPE without appropriate authorization. You shall not take out any intellectual property belonging to HPE, outside the work place or HPE's premises, without appropriate authorization from the supervisor.
10. You shall be obligated to compensate HPE appropriately, in the event you cause any loss or damage to any property that is owned or leased by HPE, during the training period.
11. It is expressly understood and agreed by and between us that the company shall in no way be

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

liable /responsible for any injuries/ impairment in health arising during your training period.

12. This offer of appointment is conditional upon successful background checks (which may include **criminal checks**, verification of previous employment, education verification, **credit check** and appropriate identification verification) being conducted either by HPE or an appropriate third party, and the results of such background checks being favorable in HPE's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE.

We look forward to having you join us and wish you a fruitful training with us.

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments

India

Alisha Mishra

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

(a) to use such information only in the performance of Company duties;

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Company.

As used here, “**Competing Line of Business**” includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

“**Company Employee**” means an individual employed by or retained as a consultant to Company or its related corporations. “**Company Supplier**” means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company’s Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys’ fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company’s goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

15/07/2022

Dear Ayush Jain S/o Vikas Jain,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party. The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

**Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road,
Mahadevapura Post, Bengaluru - 560048, India**

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

15/07/2022

Ayush Jain
India

Dear Ayush Jain,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Engineering

Job Family: SW Engineering(QA)

Job Code & Job Title (Internal): 00135K - SW Engr QA I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Office Worker pursuant to HPE's Global Edge-to-Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Office Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Office Worker (rather than Edge Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

15/07/2022

Ayush Jain

CONFIDENTIAL

Dear Ayush Jain,

Further to our letter of appointment dated 15/07/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh & Fifty Thousand Only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

The Company shall also be entitled to take this Bonus into account for reconciling any amounts due to you from the Company upon separation/ termination as aforesaid. Any such deduction from amounts owed to you by the Company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of uncovered Bonus, if any. You shall not be bound to return the Bonus to the Company after the expiry of one year from the date of your joining the Company.

We hope that your association with the Company will be satisfying and mutually beneficial. Please sign and return the original of this letter as a token of your acceptance and understanding of the above terms.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is

FOR Company

Sathish A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at **US\$2,400.00** on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Ayush Jain

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities,

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

21/06/2022

Dear Ayush Sharma S/o/D/o Vimal Kumar Sharma,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70%/ 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

21/06/2022

Ayush Sharma
D-17, Modern Insulators Officers Colony

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Abu Road India 307026

Dear Ayush Sharma,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 08/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engineering(Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

21/06/2022

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Ayush Sharma

CONFIDENTIAL

Dear Ayush Sharma,

Further to our letter of appointment dated 21/06/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh and Fifty Thousand only).

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

FOR Company

Sailesh A J Menezes

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Name: _____

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Date: _____



Hewlett Packard Enterprise

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1,Q2,Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

FOR Company

Saitesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Agreement Regarding Confidential Information and Proprietary Developments

India

Ayush Sharma

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

FOR Company

Saillesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,

Mahadevapura Post,

Bangalore - 560 048

<https://www.hpe.com/in/en/home.html>

22/03/2022

Dear Khushi,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the **academics results (you must have successfully completed your Bachelor's degree in year 2022)**. The results of such background checks being favorable in HPE's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon. Let's build the future together.

Thanking you

Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road, Mahadevapura Post, Bangalore - 560048, India

22/03/2022

Khushi Arora

jaora India 457226

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Dear Khushi,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1.2. Flexible Benefit Plan (FBP):

You will be eligible to receive benefits under the Flexible Benefit Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Flexible Benefit Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1.Your job classification detail is as listed below:

Job Function: Aruba

Job Family: SW Engineering(Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers

2) You will be governed by all the Company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

3) As a condition of your employment, you are required to enter into a separate 'Agreement Regarding Confidential Information and Proprietary Developments ("ARCIPD")', a copy of which is provided to you along with this offer letter.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment voluntarily.

3.0 Choice of Law

The terms of your employment shall be governed by the laws of India, and the courts of India shall have exclusive jurisdiction.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Flexible Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Flexible Benefit Plan Rs 532,760.00

(C) Retirals Rs 67,240.00

Provident Fund @ 12%

Gratuity @ 4.81%

Total Cost to Company 1,000,000.00

22/03/2022

Khushi Arora

CONFIDENTIAL

Dear Khushi,

Further to our letter of appointment dated 22/03/2022, we are pleased to offer you a signing bonus of

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

INR ₹150,000.00 (Rupees One lacs and Fifty Thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

The Company shall also be entitled to take this Bonus into account for reconciling any amounts due to you from the Company upon separation/ termination as aforesaid. Any such deduction from amounts owed to you by the Company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of uncovered Bonus, if any. You shall not be bound to return the Bonus to the Company after the expiry of one year from the date of your joining the Company.

We hope that your association with the Company will be satisfying and mutually beneficial. Please sign and return the original of this letter as a token of your acceptance and understanding of the above terms.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II Flexible Benefits Plan (FBP) Mainstream Base- SU1 Mainstream Entry- Intermediate

1. House Rent Allowance:

Maximum Limit (per annum) 60% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

2. LTA once a year (LTA will be exempt if availed by the employee twice in a block of four calendar

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

years. The calendar years currently applicable are 2018 to 2021.):

Maximum Limit (per annum) 20% of Annual Basic

Supporting Documents: Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Children education allowance for maximum of 2 dependent children :

Maximum Limit (per annum) (Per child per month Rs.100) Rs.2,400

Supporting Documents: Declaration*

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):

Maximum Limit (per annum) (Per child per month Rs.300) Rs.7,200

Supporting Documents: Declaration*

5. Meal Card (Card to be used for food expenses incurred at hotels/restaurants during the course of the workday):

Maximum Limit (per annum): Rs.26,400

Supporting Documents: As per program guidelines

6. **Bonus/Exgratia** - A maximum amount of Rs.2400 per month** shall be allocated and payable as advance statutory bonus / ex-gratia as applicable.(** Employees earning a basic salary of up to Rs.21, 000/- per month are eligible for bonus under the Payment of Bonus Act, 1965. The amount payable will be determined by the rules of the Act. For employees with basic salary above Rs.21, 000/-pm this amount will be treated as ex-gratia.) and paid through monthly payroll subject to eligibility conditions.

7. Personal Pay through Payroll - Balance of the above items paid with the Salary after

appropriate tax deductions at the end of the year

Maximum Limit (per annum): 100% of FBP

Supporting Documents: Declaration

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Guidelines governing Flexible Benefits Plan (FBP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the Company.
2. The year for the purpose of this plan will be 1st April to 31st March.
3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
 - a) Transfer of the employee from one city to another.
 - b) Change of grade/level.
 - c) Change of residential accommodation.
 - d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse or dependent children and parents
4. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

5. In the event of separation of an employee from the services of the Company, only pro-rata amount

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

6. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the Company will not permit reimbursements except in the case of 3(d) referred above. The employee, however, has a choice to opt for lesser value.

8.. Components / benefits offered as part of FBP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Khushi Arora

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents,

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

related corporations. “**Company Supplier**” means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company’s Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys’ fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company’s goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties’ heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be

FOR Company

Suresh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,

Mahadevapura Post,

Bangalore - 560 048

<https://www.hpe.com/in/en/home.html>

12/04/2022

Dear Mohit,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70%/ 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon. Let's build the future together.

Thanking you

12/04/2022

Mohit Bansal

301, Path Number 6, Vijay Bari, Sikar Road

Jaipur India 302023

Dear Mohit,

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

(a) Basic Salary

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (b) TIA
- (c) OTE
- (d) Flexible Benefits Plan (FBP)
- (e) Retirals

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Flexible Benefit Plan (FBP):

You will be eligible to receive benefits under the Flexible Benefit Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Flexible Benefit Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engineering (Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M34

2.2. Work Place

You are initially appointed to work in our office in Bangalore. You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers

2) You will be governed by all the Company's rules and regulations that are in force now and also those, which may come into force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

3) As a condition of your employment, you are required to enter into a separate 'Agreement Regarding Confidential Information and Proprietary Developments ("ARCIPD")', a copy of which is provided to you along with this offer letter.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment voluntarily.

3.0 Choice of Law

The terms of your employment shall be governed by the laws of India, and the courts of India shall have exclusive jurisdiction.

Enclosed:

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Flexible Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Flexible Benefit Plan Rs 532,760.00

(C) Retirals Rs 67,240.00

Provident Fund @ 12%

Gratuity @ 4.81%

Total Cost to Company 1,000,000.00

12/04/2022

Mohit Bansal

CONFIDENTIAL

Dear Mohit,

Further to our letter of appointment dated 12/04/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh and Fifty Thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

Annexure II

Flexible Benefits Plan (FBP)

Mainstream Base- SU1

Mainstream Entry- Intermediate

1. House Rent Allowance:

Maximum Limit (per annum) 60% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

2. LTA once a year (LTA will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2018 to 2021.):

Maximum Limit (per annum) 20% of Annual Basic

Supporting Documents: Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Children education allowance for maximum of 2 dependent children :

Maximum Limit (per annum) (Per child per month Rs.100) Rs.2,400

Supporting Documents: Declaration*

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):

Maximum Limit (per annum) (Per child per month Rs.300) Rs.7,200

Supporting Documents: Declaration*

5. Meal Card (Card to be used for food expenses incurred at hotels/restaurants during the course of the workday):

Maximum Limit (per annum): Rs.26,400

Supporting Documents: As per program guidelines

6. **Bonus/Exgratia** - A maximum amount of Rs.2400 per month** shall be allocated and payable as advance statutory bonus / ex-gratia as applicable.(** Employees earning a basic salary of up to Rs.21, 000/- per month are eligible for bonus under the Payment of Bonus Act, 1965. The amount payable will be determined by the rules of the Act. For employees with basic salary above Rs.21, 000/-pm this amount will be treated as ex-gratia.) and paid through monthly payroll subject to eligibility conditions.

7. Personal Pay through Payroll - Balance of the above items paid with the Salary after

appropriate tax deductions at the end of the year

Maximum Limit (per annum): 100% of FBP

Supporting Documents: Declaration

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Flexible Benefits Plan (FBP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the Company.
2. The year for the purpose of this plan will be 1st April to 31st March.
3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
 - a) Transfer of the employee from one city to another.
 - b) Change of grade/level.
 - c) Change of residential accommodation.
 - d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse or dependent children and parents
4. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

5. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

6. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the Company will not permit reimbursements except in the case of 3(d) referred above. The employee, however, has a choice to opt for lesser value.

8.. Components / benefits offered as part of FBP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

- 1. Originals are required only for verification and will be returned back immediately
- 2. Please carry a printout of this letter when submitting the joining documents.
- 3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

- 1. Relieving letter from previous employer:

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia

Azerbaijan

Belarus

Burma (Myanmar)

Cambodia

Cuba

Georgia

Hong Kong

Iran

Iraq

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments

India

Mohit Bansal

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret

FOR Company

Sainesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

FOR Company

Saillesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

17/06/2022

Dear Naveen S/o/D/o Rajendra Prasad Rajak,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70%/ 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

17/06/2022

Naveen Kumar
905 ,krishna nagar ,behind chirahula colony

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

rewa India 486001

Dear Naveen,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engineering(Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall

FOR Company

Sathish A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

17/06/2022

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Naveen Kumar

CONFIDENTIAL

Dear Naveen,

Further to our letter of appointment dated 17/06/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh and Fifty Thousand only).

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1,Q2,Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

FOR Company

Saitesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Agreement Regarding Confidential Information and Proprietary Developments

India

Naveen Kumar

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

FOR Company

Saillesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

27/07/2022

Dear Purva

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party. The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road, Mahadevapura Post, Bengaluru - 560048, India

27/07/2022

Purva Tiwari

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

140-b,indrapuri colony,bhuwana bypass

udaipur India 313001

Dear Purva,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 22/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engr (Applications)

Job Code & Job Title (Internal): 00130K - Software Designer I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

27/07/2022

Purva Tiwari

CONFIDENTIAL

Dear Purva,

Further to our letter of appointment dated 27/07/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakhs and fifty thousands only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

FOR Company

Saitesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Purva Tiwari

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,

Mahadevapura Post,

Bangalore - 560 048

<https://www.hpe.com/in/en/home.html>

24/03/2022

Dear Rishita,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the **academics results (you must have successfully completed your Bachelor's degree in year 2022)**. The results of such background checks should be favorable in HPE's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon. Let's build the future together.

Thanking you

Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road, Mahadevapura Post, Bangalore - 560048, India

24/03/2022

Rishita Jhanwar

Begun India 312023

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Dear Rishita,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1.2. Flexible Benefit Plan (FBP):

You will be eligible to receive benefits under the Flexible Benefit Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Flexible Benefit Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

Subject to compliance with legal requirement, an employee who does not hold Indian citizenship and falls within the definition of Excluded Employee under Clause 83 of the Employees' Provident Fund

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Scheme 1952 may be exempted from participating in the Company's Provident Fund Scheme provided they submit a Detachment Certificate/ Certificate of Coverage from the relevant authorities in the country of which he/she is a citizen. In the case of such Excluded Employees, no provident fund contributions shall be made by the Company nor will any amount be deducted from their account towards employee contribution.

1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Aruba

Job Family: SW Engr (Applications)

Job Code & Job Title (Internal): 00130K - Software Designer I

Job Level: Entry

Salary Grade: M17

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers

2) You will be governed by all the Company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of its rules and regulations at any time to meet exigencies of business.

3) As a condition of your employment, you are required to enter into a separate 'Agreement Regarding Confidential Information and Proprietary Developments ("ARCIPD")', a copy of which is provided to you along with this offer letter.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment voluntarily.

3.0 Choice of Law

The terms of your employment shall be governed by the laws of India, and the courts of India shall have exclusive jurisdiction.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Flexible Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Flexible Benefit Plan Rs 532,760.00

(C) Retirals Rs 67,240.00

Provident Fund @ 12%

Gratuity @ 4.81%

Total Cost to Company 1,000,000.00

24/03/2022

Rishita Jhanwar

CONFIDENTIAL

Dear Rishita,

Further to our letter of appointment dated 24/03/2022, we are pleased to offer you a signing bonus of

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

INR ₹150,000.00 (Rupees One Lacs and Fifty Thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

The Company shall also be entitled to take this Bonus into account for reconciling any amounts due to you from the Company upon separation/ termination as aforesaid. Any such deduction from amounts owed to you by the Company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of uncovered Bonus, if any. You shall not be bound to return the Bonus to the Company after the expiry of one year from the date of your joining the Company.

We hope that your association with the Company will be satisfying and mutually beneficial. Please sign and return the original of this letter as a token of your acceptance and understanding of the above terms.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II Flexible Benefits Plan (FBP) Mainstream Base- SU1 Mainstream Entry- Intermediate

1. House Rent Allowance:
Maximum Limit (per annum) 60% of Annual Basic
Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

2. LTA once a year (LTA will be exempt if availed by the employee twice in a block of four calendar

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

years. The calendar years currently applicable are 2018 to 2021.):

Maximum Limit (per annum) 20% of Annual Basic

Supporting Documents: Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Children education allowance for maximum of 2 dependent children :

Maximum Limit (per annum) (Per child per month Rs.100) Rs.2,400

Supporting Documents: Declaration*

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):

Maximum Limit (per annum) (Per child per month Rs.300) Rs.7,200

Supporting Documents: Declaration*

5. Meal Card (Card to be used for food expenses incurred at hotels/restaurants during the course of the workday):

Maximum Limit (per annum): Rs.26,400

Supporting Documents: As per program guidelines

6. **Bonus/Exgratia** - A maximum amount of Rs.2400 per month** shall be allocated and payable as advance statutory bonus / ex-gratia as applicable.(** Employees earning a basic salary of up to Rs.21, 000/- per month are eligible for bonus under the Payment of Bonus Act, 1965. The amount payable will be determined by the rules of the Act. For employees with basic salary above Rs.21, 000/-pm this amount will be treated as ex-gratia.) and paid through monthly payroll subject to eligibility conditions.

7. Personal Pay through Payroll - Balance of the above items paid with the Salary after

appropriate tax deductions at the end of the year

Maximum Limit (per annum): 100% of FBP

Supporting Documents: Declaration

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Guidelines governing Flexible Benefits Plan (FBP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the Company.
2. The year for the purpose of this plan will be 1st April to 31st March.
3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
 - a) Transfer of the employee from one city to another.
 - b) Change of grade/level.
 - c) Change of residential accommodation.
 - d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse or dependent children and parents
4. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

5. In the event of separation of an employee from the services of the Company, only pro-rata amount

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

6. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the Company will not permit reimbursements except in the case of 3(d) referred above. The employee, however, has a choice to opt for lesser value.

8.. Components / benefits offered as part of FBP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Rishita Jhanwar

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____

**Hewlett Packard
Enterprise****Hewlett Packard (India) Software Operation Pvt. Ltd.**

Sy. No. 192, Whitefield Road,
Mahadevpura Post,
Bengaluru - 560 048
Karnataka
India
www.hps.com

06/07/2022

Dear Samiksha

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70% / 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and if this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon. Let's build the future together.

Thanking you

06/07/2022

Samiksha Paliwal
E5 GIPCL township

FOR Company



Suresh A J Menzies
Senior Director - Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____

1/18

**Hewlett Packard
Enterprise**

Surat India 394110

Dear Samiksha,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 08/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components





Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,

Mahadevapura Post,

Bangalore - 560 048

<https://www.hpe.com/in/en/home.html>

25/03/2022

Dear Shreyansh,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the **academics results (you must have successfully completed your Bachelor's degree in year 2022)**. The results of such background checks should be favorable in HPE's reasonable opinion. If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon. Let's build the future together.

Thanking you

Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road, Mahadevapura Post, Bangalore - 560048, India

25/03/2022

Shreyansh Kabra

Mandalgarh India 311604

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Dear Shreyansh,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1.2. Flexible Benefit Plan (FBP):

You will be eligible to receive benefits under the Flexible Benefit Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Flexible Benefit Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

Subject to compliance with legal requirement, an employee who does not hold Indian citizenship and falls within the definition of Excluded Employee under Clause 83 of the Employees' Provident Fund

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Scheme 1952 may be exempted from participating in the Company's Provident Fund Scheme provided they submit a Detachment Certificate/ Certificate of Coverage from the relevant authorities in the country of which he/she is a citizen. In the case of such Excluded Employees, no provident fund contributions shall be made by the Company nor will any amount be deducted from their account towards employee contribution.

1.4. Gratuity:

You will be eligible for payment of Gratuity as per the provisions of the Payment of Gratuity Act, 1972.

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance Act 1948, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Aruba

Job Family: General Engineering

Job Code & Job Title (Internal): 00125K - Engineer I

Job Level: Entry

Salary Grade: M17

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% FBP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2) You will be governed by all the Company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) As a condition of your employment, you are required to enter into a separate 'Agreement Regarding Confidential Information and Proprietary Developments ("ARCIPD")', a copy of which is provided to you along with this offer letter.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per Company policies, you shall be deemed to have abandoned employment voluntarily.

3.0 Choice of Law

The terms of your employment shall be governed by the laws of India, and the courts of India shall have exclusive jurisdiction.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Flexible Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Flexible Benefit Plan Rs 532,760.00

(C) Retirals Rs 67,240.00

Provident Fund @ 12%

Gratuity @ 4.81%

Total Cost to Company 1,000,000.00

25/03/2022

Shreyansh Kabra

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

CONFIDENTIAL

Dear Shreyansh,

Further to our letter of appointment dated 25/03/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lacs and Fifty Thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

The Company shall also be entitled to take this Bonus into account for reconciling any amounts due to you from the Company upon separation/ termination as aforesaid. Any such deduction from amounts owed to you by the Company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of uncovered Bonus, if any. You shall not be bound to return the Bonus to the Company after the expiry of one year from the date of your joining the Company.

We hope that your association with the Company will be satisfying and mutually beneficial. Please sign and return the original of this letter as a token of your acceptance and understanding of the above terms.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II Flexible Benefits Plan (FBP) Mainstream Base- SU1

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Mainstream Entry- Intermediate

1. House Rent Allowance:

Maximum Limit (per annum) 60% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord

2. LTA once a year (LTA will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2018 to 2021.):

Maximum Limit (per annum) 20% of Annual Basic

Supporting Documents: Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Children education allowance for maximum of 2 dependent children :

Maximum Limit (per annum) (Per child per month Rs.100) Rs.2,400

Supporting Documents: Declaration*

4. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):

Maximum Limit (per annum) (Per child per month Rs.300) Rs.7,200

Supporting Documents: Declaration*

5. Meal Card (Card to be used for food expenses incurred at hotels/restaurants during the course of the workday):

Maximum Limit (per annum): Rs.26,400

Supporting Documents: As per program guidelines

6. **Bonus/Exgratia** - A maximum amount of Rs.2400 per month** shall be allocated and payable as advance statutory bonus / ex-gratia as applicable. (** Employees earning a basic salary of up to Rs.21, 000/- per month are eligible for bonus under the Payment of Bonus Act, 1965. The amount payable will be determined by the rules of the Act. For employees with basic salary above Rs.21, 000/-pm this amount will be treated as ex-gratia.) and paid through monthly payroll subject to eligibility conditions.

7. Personal Pay through Payroll - Balance of the above items paid with the Salary after

appropriate tax deductions at the end of the year

Maximum Limit (per annum): 100% of FBP

Supporting Documents: Declaration

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Flexible Benefits Plan (FBP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme. The selection of benefits must be done and communicated to the Payroll group. All new employees are expected to do the same within two weeks of joining the Company.
2. The year for the purpose of this plan will be 1st April to 31st March.
3. The menu of benefits finalized cannot be changed by the employee during the period of that financial year. Exception to this will be made under following circumstances.
 - a) Transfer of the employee from one city to another.
 - b) Change of grade/level.
 - c) Change of residential accommodation.
 - d) Unusually high expenses incurred by the employee for hospitalization of either self, spouse or dependent children and parents
4. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1,Q2,Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December

FOR Company

Sailesh A J Menezes
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FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

5. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

6. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

7. The maximum value prescribed in the menu of benefits is the upper limit, beyond which the Company will not permit reimbursements except in the case of 3(d) referred above. The employee, however, has a choice to opt for lesser value.

8.. Components / benefits offered as part of FBP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

Shreyansh Kabra

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, “**Competing Line of Business**” includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

“**Company Employee**” means an individual employed by or retained as a consultant to Company or its related corporations. “**Company Supplier**” means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company’s Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys’ fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company’s goodwill, Confidential Information, Proprietary

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

19/06/2022

Dear Suresh S/o/D/o Rajesh Kumar Chaturvedi,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party, and the results of the academic (you must have secured a minimum of 70%/ 7 CGPA aggregate in Bachelor's degree). The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

19/06/2022

Suresh Kumar Chaturvedi
Plot No. 69 (East Part), Prakash Nagar, 9 Dukan, Kalwar Road
Jaipur India 302012

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Dear Suresh,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: R&D

Job Family: SW Engineering(Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

FOR Company

Saitesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

19/06/2022

Suresh Kumar Chaturvedi

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

CONFIDENTIAL

Dear Suresh,

Further to our letter of appointment dated 19/06/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh and Fifty Thousand only).

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
6. Components / benefits offered as part of ABP are subject to change based on amendments to

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

India

Suresh Kumar Chaturvedi

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

FOR Company

Suresh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior

FOR Company

Saillesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

16/07/2022

Dear Tarushikha Sharma D/o Vishnu Kumar Sharma,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party. The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

**Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road,
Mahadevapura Post, Bengaluru - 560048, India**

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

16/07/2022

Tarushikha Sharma
India

Dear Tarushikha Sharma,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 29/08/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

1.5 Insurance

The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: Engineering

Job Family: SW Engineering(QA)

Job Code & Job Title (Internal): 00135K - SW Engr QA I

Job Level: Entry

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

16/07/2022

Tarushikha Sharma

CONFIDENTIAL

Dear Tarushikha Sharma,

Further to our letter of appointment dated 16/07/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees One Lakh & Fifty Thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

The Company shall also be entitled to take this Bonus into account for reconciling any amounts due to you from the Company upon separation/ termination as aforesaid. Any such deduction from amounts owed to you by the Company upon separation/termination as aforesaid shall not affect the Company's rights in law or equity in respect of the amounts of uncovered Bonus, if any. You shall not be bound to return the Bonus to the Company after the expiry of one year from the date of your joining the Company.

We hope that your association with the Company will be satisfying and mutually beneficial. Please sign and return the original of this letter as a token of your acceptance and understanding of the above terms.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) :
Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel):
(Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at **US\$2,400.00** on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September
- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.
5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.
6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

1. Originals are required only for verification and will be returned back immediately
2. Please carry a printout of this letter when submitting the joining documents.
3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)
Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments India

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Tarushikha Sharma

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

- (a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;
- (b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and
- (c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its related corporations are no longer engaged in or planning to engage in that line of business).

"**Company Employee**" means an individual employed by or retained as a consultant to Company or its related corporations. "**Company Supplier**" means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall,

FOR Company

Sathish A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

Hewlett Packard (India) Software Operation Pvt. Ltd.

Sy. No. 192, Whitefield Road,
Mahadevapura Post,
Bengaluru - 560 048
Karnataka
India
www.hpe.com

25/07/2022

Dear Vijay,

We are pleased to extend to you an offer of employment with Hewlett Packard Enterprise ("HPE" or the "Company"). This offer letter is in confirmation of the terms and conditions set forth for the position you are being considered for.

This offer of appointment is subject to positive feedback on your reference checks and conditional upon successful background checks being conducted either by HPE or an appropriate third party. The results of such background checks being favorable in HPE's reasonable opinion, and If this condition is not satisfied, then this offer of appointment will be void or will become void, on notice by HPE. If the terms & conditions are acceptable to you, kindly send us an acceptance mail at the earliest and confirm your date of joining.

Along with this letter of employment we are also forwarding to you other relevant information for your perusal.

We hope you choose to join Hewlett Packard Enterprise and look forward to hearing from you soon.
Let's build the future together.

Thanking you

Regd. Office: Hewlett Packard (India) Software Operation Pvt. Ltd., Sy No. 192, Whitefield Road, Mahadevapura Post, Bengaluru - 560048, India

25/07/2022

Vijay

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

VPO ALTAWA, VIA GACHHIPURA, TEH MAKRANA

NAGAUUR India 341504

Dear Vijay,

Welcome to Hewlett Packard Enterprise! We are glad to have you with us and look forward to a long and mutually rewarding association.

We have pleasure in appointing you at Hewlett Packard India Software Operation Pvt. Ltd. of Hewlett Packard Enterprise ("HPE" or the "Company"). Your date of appointment is effective from your date of joining, which shall be on 19/09/2022.

Your appointment at Hewlett Packard India Software Operation Pvt. Ltd. is on the following terms and conditions:

1 Remuneration (Mainstream employees only)

Your annual total gross remuneration will be made up of the following components

1.1 Basic Salary

You will be eligible for a Basic Salary. The amount towards the basic salary is mentioned in Annexure (I) against "(A) Basic Salary".

Variable Pay Bonus (VPB)

In addition to your salary, you will be eligible to participate in one of the Company's variable pay plans (all of which are subject to modification from time to time), as determined by the Company's management. Variable pay bonuses are discretionary and based on business and individual results, therefore the fact that you may have received such a payment at any one time does not mean that you have any right to receive further payments in the future. Employees may participate in only one variable pay plan at a time.

1. Remuneration (Sales Employees only)

1.1. As a sales employee, you will participate in the Company's Global Sales Compensation Program ("Program") which aims at rewarding top performers who consistently meet business goals.

Under the Program, your total gross remuneration will consist of a base salary ("Base Salary") and a

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

variable Target Incentive Amount ("TIA") which together form the On-Target Earnings ("OTE"). The TIA is calculated as a percentage of the OTE and the actual payout is linked to your achievement of performance targets for a prescribed period.

Based on your role, the components that make up your annual OTE are as below, with amounts towards the same mentioned in Annexure I

- (a) Basic Salary
- (b) TIA
- (c) OTE
- (d) Allowances and Benefits Plan

The respective percentages that your Base Salary and TIA make up in the OTE shall be set by the Company from time to time. You will be informed of the same via a separate sales compensation letter.

The Company reserves the right to adjust the respective percentages of the Base Salary and TIA depending on business exigencies. Such an adjustment does not amount to constructive dismissal.

1.2. Allowances and Benefits Plan (ABP):

You will be eligible to receive benefits under the Allowances and Benefits Plan of the Company and the maximum cost to Company in providing such benefits shall not exceed the amount as mentioned in Annexure (I) against "(B) Allowances and Benefits Plan". A broad guideline applicable to you is attached in Annexure (II) to help you determine the plan.

1.3. Provident Fund:

You will participate in the Company's Provident Fund Scheme. The Company will contribute monthly an equivalent of 12% of your basic salary to the fund, as well as deduct an equivalent of 12% of your basic salary, and remit the same to the fund, as employee contribution. This is inclusive of statutory remittance by the Company towards employee pension scheme maintained with the Regional Provident Commission, wherever applicable.

1.4. Gratuity:

You will be eligible for Gratuity as defined under the payment of gratuity act and code on Social Security on implementation, which will be paid over and above the Base Salary.

You will be eligible for Gratuity as applicable and defined under the payment of gratuity act and code of Social Security or on implementation which will be paid over and above the OTE (Sales).

1.5 Insurance

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

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Date: _____



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The Company will provide Group Life Insurance, Personal Accident Insurance and Hospitalization Insurance Coverage for yourself. The annual premium will be borne by the Company. Your spouse and maximum up to 2 children will be covered as per Hospitalization Insurance Policy of the Company.

Additionally, if you come within the purview of the Employee State Insurance as defined under Code on Social Security or applicable law, you will be eligible for coverage as per the said Act. Your share of contribution along with the Company's share of contribution will be remitted, as per the said Act.

1.6. Leave

You are entitled for 15 days of annual Leave per annum as per the Company's leave policy. In addition you will be entitled to a maximum of 12 working days of sick-cum-casual leave per annum. You may utilize your leave as per the Company policy.

1.7 Relocation Expenses

In the event of you having to relocate to your place of posting, the Company may agree to reimburse your relocation expenses as per the Company Policy (to be claimed within 3 months of joining). This amount, if paid, is fully recoverable in the event you leave the Company within 12 months from your date of joining the Company. Reimbursement of relocation expenses are at the sole discretion of the Company.

2 GENERAL TERMS and CONDITIONS OF EMPLOYMENT

2.1. Your job classification detail is as listed below:

Job Function: GLDV CTO

Job Family: SW Engineering(Systems)

Job Code & Job Title (Internal): 00102K - Systems/Software Engr I

Job Level: Entry

Salary Grade: M17

2.2. Work Place

You are initially appointed to work in our office in Bangalore . You may be transferred or required to travel for business/training at the sole discretion of the Company. You will normally be required to work from 8 30 AM – 5 30 PM, Monday through Friday. However, your actual working hours may vary according to the business activities of the Company. You agree to accept such hours of work without additional compensation, in accordance with applicable laws.

Your role is categorized as an Edge Worker pursuant to HPE's Global Edge-to Office program. By accepting this offer, you acknowledge your opportunity to request a copy of HPE's Global Edge Work

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Policy from your recruiter and confirm you have exercised that opportunity to the extent appropriate before accepting the offer. This policy and related resources will also be available to you in your required onboarding activities. Your role's categorization as an Edge Worker (rather than Office Worker) is subject to change by HPE at its sole discretion without prior notice (subject to any notice required under applicable law).

2.3 Probation

You will be on probation for a period of six months from the date of joining. At the end of the probation period, subject to your satisfactory performance, your services will be deemed confirmed unless notified otherwise. The Company reserves the right to extend the probation for a further period of three months. During probation, your employment may be terminated by either party with one month notice in writing or payment of one month salary in lieu of notice period.

2.4 Transfer

Though you have been engaged for a specific position, your services can be transferred by the Company from one location to another or one department/entity to another. Your services can also be transferred to any of the Company's subsidiary companies, associate companies, partners, affiliates etc. anywhere in India or abroad depending on the exigencies of business.

2.5 Retirement

You will retire from the services of the Company on the last date of the month in which you reach the age of sixty. The date of birth as recorded at the time of employment will be reckoned for this purpose.

2.6 Notice for Separation/ Termination

i. This offer of appointment is subject to reference and background checks to be conducted by the Company or through designated third parties. If for any reason, the reference or background checks reveal any misrepresentation or any information detrimental to the interest of the Company, the Company shall be entitled to terminate your services with immediate effect, without notice.

ii. Your services can be terminated by either party by giving to the other, a notice of two months in writing (hereinafter referred to as 'Notice Period'). The Company however, reserves its right to terminate your employment with immediate effect by giving you Salary for two months' in lieu of the Notice Period.

iii. Your position with the Company calls for mandatory compliance with the Notice Period, unless relaxed by the Company in writing. Your termination of employment without compliance with the Notice period shall be treated as a material breach of this contract and Company shall be entitled to insist on your mandatory performance of the Notice Period and /or claim damages equivalent to two month's Salary. Salary for the above purposes would constitute Basic Salary and 50% ABP only.

The Company reserves the right not to require you to attend work or carry out your employment duties

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FOR Employee

Name: _____

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Hewlett Packard Enterprise

for all or part of the notice period.

In case of your material breach of the Offer letter and these Terms (together, Agreement), or any of the Company's policies, or in case of misconduct, the Company has the right to terminate your services without notice. Upon termination of your employment for whatever reason, you will immediately return to the Company all Company assets including books, documents, papers, materials, credit cards and other properties belonging to the Company which may be in your possession or under your power or control.

You will not at any time after termination of this Agreement, for whatever reason, represent yourself as being in any way connected with the affairs of the Company

2.7 Conflict of Interest

Your position with the Company calls for your whole time employment and you will devote yourself exclusively to the business of the Company. You will not take up any other work for remuneration (part time or otherwise) or work in an advisory capacity or be interested directly or indirectly in any other trade or business, without written permission from the Company.

2.8 Standards of Business Conduct

In addition to the Terms & Conditions contained herein above, your employment will be governed by the "Standards of Business Conduct" of the Company. In case of violation of any of the Standards of Business Conduct your employment may be terminated with immediate effect.

2.9 General Conditions

1) Your working hours, additional working hours (if any), weekly offs, periods of work, public holidays, leave rules etc. will be governed by the rules and regulations applicable to the Business unit to which you will be attached. You would be operating from any location and in any shift, including night shift, as may be advised by the Company keeping in mind business needs and deliverables to its customers. You hereby provide your consent for the same.

2) You will be governed by all the company's rules and regulations that are in force now and also those, which may come into, force from time to time even if they are not individually notified to you in writing. The Company has sole and absolute right to change any of it's rules and regulations at any time to meet exigencies of business.

3) You are required to sign a "Confidentiality Agreement" with the Company on the day of joining.

4) You will be covered by Hewlett Packard Enterprise Employee's Intellectual Property Policy, the Company's Standards of Business Conduct and other policies, procedures and other rules as applicable

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Hewlett Packard Enterprise

from time to time.

5) The terms of the employment shall be governed by the laws of India and Courts in Bengaluru shall have exclusive jurisdiction.

6) If you are absent from the designated office beyond a period of 13 working days without adequate authorization as per company policies, you shall be deemed to have abandoned employment on your own will.

7) You will be eligible for promotion /salary increases based on company & your performance goals as defined by the Company from time to time.

8) You will be eligible for Annual Health Check-up once in a year which will be communicated as per company policy.

9) A brief description of the roles and responsibilities has been shared with you separately as part of the hiring process. This applies to the current role only and is subject to change as per company policy.

10) Minimum wages provisions would apply as applicable.

Enclosed:

- a) Annexure (I) - Annualized Compensation & Benefit Statement
- b) Annexure (II) - Allowances and Benefit Plan
- c) ARCIPD

Annualized Compensation & Benefits Statement – Annexure I

All figures are INR per annum

(A) Basic Salary Rs 400,000.00

(B) Allowances and Benefits Plan Rs 532,760.00

IND - Provident Fund Rs 48,000.00

IND - Gratuity @ 4.81% of Basic Rs 19,240.00

IND - Differential Gratuity Plan Rs 0.00

Company contribution to Gratuity @ 4.81% of basic salary under Payment of Gratuity Act or wages as defined under Code of Social Security on implementation.

Total Cost to Company 1,000,000.00

FOR Company

Sailesh A J Menezes

Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

25/07/2022

Vijay

CONFIDENTIAL

Dear Vijay,

Further to our letter of appointment dated 25/07/2022, we are pleased to offer you a signing bonus of INR ₹150,000.00 (Rupees one Lakh fifty thousand only).

The payment of the signing bonus shall be paid to you in full within two pay cycles from your employment start date.

Terms and conditions applicable in respect of Signing Bonus are as follows:

The signing bonus is payable to you on afore mentioned instalments after you start your employment with Hewlett Packard India Software Operation Pvt. Ltd..

The signing bonus is taxable, and all regular payroll taxes will be withheld.

In the event there is a separation or termination of your employment with the Company prior to the completion of **one year** from the date of your joining the Company for any reason whatsoever, you agree that you shall return the entire Bonus (actual bonus paid + applicable taxes) paid to you by the Company as on the date of your separation (last working day) from the Company.

It is hereby accepted and understood that this letter records the complete terms regarding the subject matter hereof.

Annexure II

Allowances and Benefits Plan (ABP)

1.a. House Rent Allowance:

FOR Company

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Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



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20% of Annual Basic

Supporting Documents: Declaration & at least one receipt per quarter, as proof of rent, from landlord (OR)

1.b. Actual Rent paid towards Company Leased premises

Supporting Documents: Lease Agreement

2. Leave Travel Concession (LTC will be exempt if availed by the employee twice in a block of four calendar years. The calendar years currently applicable are 2022 to 2025)

INR 24000 (per annum)

Supporting Documents- Original Tickets /Boarding Pass and/or Cash Memos & Appropriate Leave

3. Broadband and Telephone Reimbursement - INR 24,000 per annum

Supporting Documents: As per program guidelines

4. Advance Bonus Exgratia - For those earning basic salary up to Rs.21, 000/-pm Advance Bonus is paid towards payment of bonus under the Payment of Bonus Act, 1965 and Code on Wages as and when it is implemented. Those having basic salary above Rs.21, 000/-pm this amount will be treated as exgratia

Flexible Allowances and Benefits Plan:

5. Children education allowance for maximum of 2 dependent children (Per child per month Rs.100) : Maximum Limit (per annum) - Rs.2,400

Supporting Documents: Declaration*

6. Children's Hostel Allowance for maximum of 2 dependent children (in case children are in a hostel): (Per child per month Rs.300)

Maximum Limit (per annum) - Rs.7,200 Supporting Documents- Declaration*

7. Food Coupon Vouchers (Such vouchers are to be used for food expenses incurred at hotels/ restaurants during the course of the workday): Maximum Limit (per annum): Rs. 26,400 Supporting Documents: As per program guidelines

8. Personal Pay through Payroll - Balance of the above items paid with the Salary after appropriate tax deductions at the end of the year

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Senior Director – Human Resources

FOR Employee

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Date: _____



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9. Additional House Rent Allowance - Additional HRA can be allocated up to 30% of Annual Basic

10. Please refer to the detailed policy documents available in the India benefits portal.

* Employees are liable to provide proof in the event of an evaluation by Income tax authorities

In addition, you will be recommended for a grant of restricted stock units estimated at US\$2,400.00 on the grant date, as determined by Hewlett Packard Enterprise. Your grant is subject to approval by HPE's HR & Compensation Committee, or its delegate, and your employment with HPE on the grant date. In general, the number of restricted stock units will be determined by dividing the estimated dollar amount of your grant by the closing price of our common stock on the date of grant and will be subject to certain time restrictions. If you meet the conditions of the grant agreement, the restrictions will lapse as to one third of the restricted stock units on each anniversary of the grant date for a period of three (3) years. The grant date will be the date the HRC, or its delegate, approves these restricted stock units, which is typically two to three months after your date of hire and no earlier than your start date. The full terms and conditions of this grant will be provided to you when you receive your grant. Receiving a grant at any one time does not mean that you have any right to receive further grants in the future.

Guidelines governing Allowances and Benefits Plan (ABP)

1. Employees will be eligible to select a package of benefits for one year from the menu of benefits annexed to this scheme as defined under the Allowances and benefits plan and subject to available balance amounts under personal pay. The selection of benefits must be done in the Ceridian tool (Payroll vendor system).
2. The year for the purpose of this plan will be 1st April to 31st March.
3. While selection of the menu of benefits and spending the same, the employee must ensure that he/she should not draw more than:
 - a) 25% of the annual kitty in Q1
 - b) 25% of the annual kitty in Q2 & balance of Q1, if any
 - c) 25% of the annual kitty in Q3 & balance of Q1, Q2, if any
 - d) 25% of the annual kitty in Q4 & balance of Q1, Q2, Q3, if any

For the purposes of the plan, the quarters will be as follows:

- a) Q1 - April, May, June
- b) Q2 - July, August, September

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- c) Q3 - October, November, December
- d) Q4 - January, February, March

Any unutilized amount in the kitty as on 31st March will be paid along with the March salary and tax recovered appropriately.

4. In the event of separation of an employee from the services of the Company, only pro-rata amount of the kitty will be allowed to be utilized by the employee for the period of actual employment during that year.

5. The Company will recover tax from the salary every month as per the tax laws in force in respect of benefits selected by the employee.

6. Components / benefits offered as part of ABP are subject to change based on amendments to applicable tax laws / rules and Company policies.

Mandatory Documents List

You are required to submit the following documents, prior to your Joining Date These documents will be verified with originals and hence, please make sure to bring the originals with you.

Please note

- 1. Originals are required only for verification and will be returned back immediately
- 2. Please carry a printout of this letter when submitting the joining documents.
- 3. Please carry a copy of your 'Annualized Compensation & Benefits statement' along with the Terms and Conditions of your Offer Letter when submitting the joining documents.

1. Relieving letter from previous employer:

Original required for verification - Yes

No of copies - Two

2. Letters supporting Employment viz., Offer letter, Service Certificate:

Original required for verification - Yes

No of copies - Two

3. Salary details of previous Employment:

Original required for verification - Yes

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Senior Director – Human Resources

FOR Employee

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Signature: _____

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No of copies - Two

4. Education Certificates or Mark sheets with Provisional Certificates – 10th to Highest Degree:

Original required for verification - Yes

No of copies - Two

5. Copy of PAN card/Application ID for PAN card applied:

Original required for verification - No

No of copies - One

6. Age Proof – Copy of Aadhaar Card or Passport or Pan card or Driving license:

Original required for verification - No

No of copies - One

7. Photo identity proof – Copy of PAN Card or Passport or Driving license:

Original required for verification - No

No of copies - One

8. Address Proof to open bank account for salary credit – Copy of Rental Agreement or Driving license or Voter's ID

If you want to give Bangalore address for all communication in Citibank account form, please bring a copy of address proof that has your name:

Original required for verification - Yes

No of copies - One

9. Four passport size color photographs.

Please note that 1 passport size photograph should specifically have a Navy Blue background. It is standard as per Company policy.

No other types of photographs would be accepted:

Original required for verification - Yes

No of copies - Four

10. NSR Registration Number:

Original required for verification - N/A

No of copies - N/A

FOR Company

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Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



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11. Note down your parents' dates of birth for nomination in PF, Gratuity:

Original required for verification - N/A

No of copies - N/A

HPE Employee Letter of Assurance Agreement

U.S. Export Controls on Technology Transfer:

I acknowledge that during my work for Hewlett Packard Enterprise (HPE) I may, directly or indirectly, receive or access software and/or technical data which HPE has classified according to the US Commerce Control List (CCL) as eligible for export under license exemption "Technology and Software Under Restriction" (TSR) to all destinations except those listed below.

I agree not to export or re-export this software and/or technical data or any direct product based on this software or technical data without proper US government authorization to destinations not eligible for exports under license exemption TSR.

According to current US export regulations the following countries are not eligible for exports under license exemption TSR. This list is subject to change without notice.

Armenia
Azerbaijan
Belarus
Burma (Myanmar)
Cambodia
Cuba
Georgia
Hong Kong
Iran
Iraq
Kazakhstan
Kyrgyzstan
Laos
Libya
Macao (Macau)
Moldova
Mongolia
North Korea (DPRK)
People's Republic of China (PRC)

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Senior Director – Human Resources

FOR Employee

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Signature: _____

Date: _____



Hewlett Packard Enterprise

Russia
Sudan (Khartoum)
Syria
Tajikistan
Turkmenistan
Ukraine
Ukraine (Crimea Region)
Uzbekistan
Venezuela
Vietnam
Yemen

Agreement Regarding Confidential Information and Proprietary Developments

India

Vijay

1. **Consideration and Relationship to Employment.** As a condition of my employment with Hewlett Packard Enterprise or one of its subsidiaries, successors, assigns, or affiliates (referred to collectively as, "Company"), in return for Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties in such employment, I knowingly agree to restrictions provided for below that will apply during and after my employment by Company. I understand, however, that nothing relating to this Agreement will be interpreted as a contract or commitment whereby Company is deemed to promise continuing employment for a specified duration.

2. **Confidential Information.** This Agreement concerns trade secrets, confidential business and technical information, and know-how not generally known to the public (hereinafter "Confidential Information") which is acquired or produced by me in connection with my employment by Company. Confidential Information may include, without limitation, information on Company organizations, staffing, finance, structure, information of employee performance, compensation of others, research and development, manufacturing and marketing, files, keys, certificates, passwords and other computer information, as well as information that Company receives from others under an obligation of confidentiality. I agree to abide by the Company Confidential Information Policy and specifically agree that with regard to Company Confidential Information:

- (a) to use such information only in the performance of Company duties;
- (b) to hold such information in confidence and trust; and
- (c) to use all reasonable precautions to assure that such information is not disclosed to unauthorized persons or used in an unauthorized manner, both during and after my employment with Company.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

I further agree that any organizational information or staffing information learned by me in connection with my employment by Company is the Confidential Information of Company, and I agree that I will not share such information with any recruiters or any other employers, either during or subsequent to my employment with Company; further, I agree that I will not use or permit use of such as a means to recruit or solicit other Company employees away from Company (either for myself or for others).

3. **Proprietary Developments.** This Agreement also concerns inventions and discoveries (whether or not patentable), designs, works of authorship, mask works, improvements, data, processes, computer programs and software (hereinafter called "Proprietary Developments") that are conceived or made by me alone or with others while I am employed by Company and that relate to the research and development or the business of Company, or that result from work performed by me for Company, or that are developed, in whole or in part, using Company's equipment, supplies, facilities or trade secrets information.

Such Proprietary Developments are the sole property of Company, and I hereby assign and transfer all rights in such Proprietary Developments to Company. I also agree that any works of authorship created by me shall be deemed to be "works made for hire." I further agree for all Proprietary Developments:

- (a) to disclose them promptly to Company;
- (b) to sign any assignment document to formally perfect and confirm my assignment of title to Company;
- (c) to assign any right of recovery for past damages to Company; and
- (d) to execute any other documents deemed necessary by Company to obtain, record and perfect patent, copyright, mask works and/or trade secret protection in all countries, in Company's name and at Company's expense.

I understand that Company may delegate these rights. I agree that, if requested, my disclosure, assignment, execution and cooperation duties will be provided to the entity designated by Company.

This Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

4. **Respect for Rights of Former Employers.** I agree to honor any valid disclosure or use restrictions on information or intellectual property known to me and received from any former employers or any other parties prior to my employment by Company. I agree that without prior written consent of such former employers or other parties, I will not knowingly use any such information in connection with my Company work or work product, and I will not bring onto the premises of Company any such information in whatever tangible or readable form.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

5. **Work Product.** The product of all work performed by me during and within the scope of my Company employment including, without limitation, any files, presentations, reports, documents, drawings, computer programs, devices and models, will be the sole property of Company. I understand that Company has the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.

6. **Company Property.** I will not remove any Company property from Company premises without Company's permission. Upon the end of my employment with Company, I will return all Company property to Company unless Company's written permission to keep it is obtained.

7. **Protective Covenants.** I acknowledge that a simple agreement not to disclose or use Company's Confidential Information or Proprietary Developments after my employment by Company ends would be inadequate, standing alone, to protect Company's legitimate business interests because some activities by a former employee who had held a position like mine would, by their nature, compromise such Confidential Information and Proprietary Developments as well as the goodwill and customer relationships that Company will pay me to develop for Company during my employment by Company.

I recognize that activities that violate Company's rights in this regard, whether or not intentional, are often undetectable by Company until it is too late to obtain any effective remedy, and that such activities will cause irreparable injury to Company. To prevent this kind of irreparable harm and to protect Company's trade secrets, I agree that during my employment and for a period of twelve months following the end of my employment with Company, I will abide by the following Protective Covenants:

(a) **No Solicitation of Customers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any customer of Company in pursuit of a Competing Line of Business if I either had business-related contact with that customer or received Confidential Information about that customer in the last two years of my employment at Company;

(b) **No Solicitation of Company Employees.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Employee for the purpose of persuading or helping the Company Employee to end or reduce his or her employment relationship with Company if I either worked with that Company Employee or received Confidential Information about that Company Employee in the last two years of my employment with Company; and

(c) **No Solicitation of Company Suppliers.** I will not (in person or through assistance to others) knowingly participate in soliciting or communicating with any Company Supplier for the purpose of persuading or helping the Company Supplier to end or modify to Company's detriment an existing business relationship with Company if I either worked with that Company Supplier or received Confidential Information about that Company Supplier in the last two years of my employment with Company.

As used here, "**Competing Line of Business**" includes a business that involves a product or service offered or to be offered by anyone other than Company that would replace or compete with any product or service offered or to be offered by Company or its related corporations (unless Company and its

FOR Company

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Senior Director – Human Resources

FOR Employee

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related corporations are no longer engaged in or planning to engage in that line of business).

“Company Employee” means an individual employed by or retained as a consultant to Company or its related corporations. **“Company Supplier”** means an individual, corporation, other business entity or separately operated business unit of an entity that regularly provides goods or services to Company or its related corporations, including without limitation any OEM, ODM or subcontractor.

8. **Enforcement.** I make these agreements to avoid any future dispute between myself and Company regarding specific restrictions on my post-employment conduct that will be reasonable, necessary and enforceable to protect Company's Confidential Information and Proprietary Developments and other legitimate business interests. The Protective Covenants are ancillary to the other terms of this Agreement and my employment relationship with Company. This Agreement benefits both me and Company because, among other things, it provides finality and predictability for both me and the company regarding enforceable boundaries on my future conduct. Accordingly, I agree that this Agreement and the restrictions in it should be enforced under common law rules favoring the enforcement of such agreements.

For these reasons, I agree that I will not pursue any legal action to set aside or avoid application of the Protective Covenants. This Agreement will survive the end of my employment with Company and shall, likewise, continue to apply and be valid notwithstanding any change in my duties, responsibilities, position, or title.

9. **Relief; Extension.** I understand that if I violate this Agreement (particularly the Protective Covenants), Company will be entitled to (i) injunctive relief by temporary restraining order, temporary injunction, and/or permanent injunction, (ii) recovery of attorneys' fees and costs incurred by Company in obtaining such relief where allowed by law, and (iii) any other legal and equitable relief to which Company may be entitled. Injunctive relief will not exclude other remedies that might apply. If I am found to have violated any restrictions in the Protective Covenants, then the time period for such restrictions will be extended by one day for each day that I am found to have violated them, up to a maximum extension equal to the time period originally prescribed for the restrictions.

10. **Severability; Authority for Revision; Assignment; Governing Law.** The provisions of this Agreement will be separately construed. If any provision contained in this Agreement is determined to be void, illegal or unenforceable, in whole or in part, then the other provisions contained herein will remain in full force and effect as if the provision so determined had not been contained herein. If the restrictions provided in this Agreement are deemed unenforceable as written, the parties expressly authorize the court to revise, delete, or add to such restrictions to the extent necessary to enforce the intent of the parties and to provide Company's goodwill, Confidential Information, Proprietary Developments and other business interests with effective protection. In the event the restrictions provided in this Agreement are deemed unenforceable and cannot be reformed to make them enforceable, then any prior agreements that I have made with Company relating to confidential information or proprietary developments shall not be deemed to have been superseded or otherwise affected by this Agreement, but instead shall remain in effect. The title and paragraph headings in this Agreement are provided for convenience of reference only, and shall not be considered in determining

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Hewlett Packard Enterprise

its meaning, intent or applicability. This Agreement will inure to the benefit of the parties' heirs, successors and assigns. This Agreement, including but not limited to the Protective Covenants, may be assigned by Company to a subsequent employer, successor or assign without the need for further authorization or agreement from me. This Agreement will be governed by the laws of the country and/or state identified as my work location in which I work at the time of its enforcement.

11. **Acceptance by Company.** A counterpart of this Agreement has been manually executed by a duly authorized representative to indicate Company's acceptance of the terms hereof and Company's covenant to perform its obligations hereunder (including, without limitation, Company's agreement that I will be provided certain confidential and proprietary information, training, and/or customer contacts to assist me in my duties). Such acceptance on behalf of Company is conditioned upon my reciprocal agreement to such terms. I acknowledge the sufficiency of Company's acceptance of the terms hereof to establish the mutual rights and responsibilities defined herein.

12. **Acceptance by Employee.** By placing my signature below, I confirm that I have read and fully understood the terms of this Agreement, and have been at liberty to seek legal advice on the same prior to my acceptance of such terms.

FOR Company

Sailesh A J Menezes
Senior Director – Human Resources

FOR Employee

Name: _____

Signature: _____

Date: _____



Wasim Parsani <wasimparsani780@gmail.com>

Congratulations – Amazon internship offer details enclosed!

1 message

Student Connect APAC <noreply@qemailserver.com>

Tue, Dec 14, 2021 at 3:05 PM

Reply-To: Student Connect APAC <studentconnect-apac@amazon.com>

To: Wasim <wasimparsani780@gmail.com>

Hi Wasim,

You got the internship! We are thrilled to extend you an offer to join Amazon as **Software Development Engineer Intern**. Congratulations!

We know that managing school commitments and job interviews is a lot, and we appreciate the time and effort you dedicated to the process.

Please review your offer details below, and complete [this survey](#) by **December 18, 2021** so we can capture your offer status and note your location preferences. We also encourage you to take a look at the [mandatory onboarding documents](#) that you will need to submit closer to your start date.

Stipend per month in INR	Internship Start date (tentative)	Internship End Date (tentative)
80000	Jan/Feb-22	Jun-22

In addition, your offer includes the following benefits:

- 1. Relocation allowance.** You are entitled to EUR 400 per month. These funds can also be used towards other expenses such as checking baggage, utilities, furnishings, etc. The amount is in EUR and will be converted to local currency at time of payment. The actual amount received will be prorated based on the number of days of internship. For internships lasting three months or less, a one-time stipend payment will be paid approximately 45 days prior to start date. Should internship last beyond three months, a monthly payment begins in fourth month.
- 2. Meal card** of INR 1,100 per month.

Given the steadily improving situation with regard to COVID-19, we want to share that guidance at this time is that interns are expected to be located within commuting distance, and in the same country, as their Amazon internship offer location. This means that there may be a certain number of days of the week you may need to physically work from office, and therefore will be required **to relocate to the city/town of designated workplace**. The decision on when and at what frequency you come to office rests with your team and they will factor in the local conditions before finalizing those plans. The details related to your hiring manager, relocation benefits, etc. will be communicated to you within next 30 days.

To prepare for your internships, please complete the below action item by **December 18, 2021**.

Review any personal information including name, current address and contact number on your [Amazon Jobs](#) portal page.

This information will be used for background checks and to generate your offer documents.

Submit your preferred start and end date for internship in the survey.

Relocation and Travel benefit policies

You will receive a stipend to help offset relocation and housing costs, along with travel to and from internship location.

For all relocation policies, Amazon covers round trip travel from the intern's place of origin using the CWT online booking tool or directly through their Graebel Consultant. Amazon travel assistance covers the intern's dependents: spouse, domestic partners, or dependent children. The Graebel team will reach out to you for travel bookings and request you to **NOT BOOK ANY TICKETS**.

If you have questions, please email studentconnect-apac@amazon.com, and our recruiting team will reply within three business days.

Once again, congratulations, Wasim! We are excited for you to come build the future with us!

Thank you,

Amazon Student Programs



Date: 22 June 2022

Dear **Mr. Arun Biju**

Congratulations! We are pleased to offer you to join MyCaptain, Bangalore. It was great to interact and exchange thoughts on how to make this relationship win: win. Please go through the below details and let us know if you have any queries and/or acknowledge your agreement to the same.

Role : **Community Manager**

Date of Joining : **24/June/2022**

Location : Bangalore, India

Compensation : **Rs. 4,70,000/- P. A** during Probation Refer annexure A

On Confirmation of your employment to Fulltime your Compensation would be **5,50,000/- P.A** refer annexure B for the same

Probation

You will be under probation for a period of 90 days (3 months) from the date of joining and will be confirmed after a review of your performance during the probationary period.

Benefits

You are eligible for Annual Leave as per the company Leave Policy post your probation. You will also be eligible for Medical Insurance yourself.

We have prepared a Terms of Employment for your review and acceptance which details the complete terms of your employment with MyCaptain available in the Annexure.

If you choose to accept this offer of employment, please revert to our mail confirming your acceptance.

We hope you accept this offer and we look forward to working with you.

Sincerely,



Anush Ramachandran

Founder's Office

EMPLOYEE STATEMENT:

I agree with and accept the terms set forth in this letter.

ARUN BIJU

Print Name



Signature

23 JUNE 2022

Date

SECTION B - TERMS OF EMPLOYMENT

Your employment for MyCaptain will be governed by Company's policies, as modified, from time to time and at Company's sole discretion. The terms and conditions contained herein ("Terms of Employment") must be read as part of all of the Company's current policies. These Terms of Employment and the policies shall be subject to modifications, from time to time.

Effectiveness

This agreement shall become effective on the commencement of your employment with the Company.

The Company reserves the right to withdraw the offer made to you even after the acceptance of such an offer by you if the Company becomes aware of any material information that may have been concealed or misrepresented by you at the time the offer was made by the Company. The start date of your employment at MyCaptain will be informed by the company.

You are requested to abide by guidelines and regulations of the office and required to maintain the code of conduct and disciplinary rules, which may be framed or modified from time to time.

During the course of your employment, you will employ yourself efficiently and diligently to the best of your ability and devote your whole time and attention to the interests of the company and carry out all duties and responsibilities assigned to you and shall comply with all lawful orders and directions given to you by the Management.

Probation

You will be on probation for a period of Ninety(90 days) from the date of commencement of employment with the company. While on probation the company may terminate your services by providing one (1) month's notice in writing. The company reserves the right to extend your probation beyond ninety(90 days) due to performance or behavior issues. Your probation period will expire after a period of ninety (90 days) after your effective start date unless otherwise communicated by the company. If you desire to resign from employment during the probation period, you shall provide the company Thirty(30) days of prior written notice with reasons for such resignation.

Hours of Work

A working day will comprise 9 hours which is inclusive of a break of 1 hour. Your working hours will be 11:30 AM to 20:30 PM Monday to Friday. In view of your position in the company, you will effectively perform to ensure results and you will be expected to work beyond the standard working hours to achieve the results, whenever it is required. The company may also introduce staggered work shifts from time to time. You are requested to make changes to your work timings to accommodate these changes.

Salary and Benefits

Your monthly salary package will be as per the terms mentioned in this letter. Your compensation package may differ based on period reviews. This is as per the compensation policy applicable to other employees of your category in your respective department as detailed below.

Your compensation will be reviewed on a yearly basis and any salary increase will depend on various factors including your performance during the preceding performance period. Notwithstanding the above, you acknowledge that it is Company's policy to review the salary payable to its employees for successive years and such compensation may be higher or lower than the salary received for the previous year depending on various factors, including the overall performance of the Company. The Company may, at any time and in its sole discretion amend, suspend, vary and modify any of the terms and conditions of these benefits and/or policies. The salary and/or benefits offered to you by the Company may be pro-rated depending upon your effective start or effective termination date.

Leave

You will be eligible for 30 days of Annual leave as per the company's leave policy, prorated from your date of joining. During the probation of 90 days and subsequent extension of probation, you are not eligible for any leaves. All employees are eligible for holidays as per the holiday calendar published for the year. The Leave Policy may be amended from time to time as per the discretion of the Company.

Notice Period and Termination of Services

Your services may be terminated by your giving 60 days(2 months)' notice to the company or the company giving you two months' notice in writing. However, in a situation where a written undertaking is given by you to serve the Company for a specified period of time, the applicable notice period from your end to terminate the appointment will be as per the written undertaking given. Notice pay and any other outstanding, which may be due from you, will be deducted from Company dues payable to you on separation / and recovered from you as the case may be. During your notice period, you are not entitled to leave. In case of leave is granted for any emergency, this may result in an extension of the notice period if the situation demands it. Company may terminate your employment immediately, with or without notice, on the occurrence of your:

a. Embezzlement, intoxication or illegal drug abuse, unauthorized absence in excess of the Company leave policy, unauthorized disclosure or misuse or attempted unauthorized disclosure or misuse of the Company's Confidential Information, gross insubordination, or receipt or attempted receipt of any impermissible rebate, kickback or other similar remuneration or consideration in connection with any potential or existing opportunity for the Company and its affiliates and their employees, contractors and clients; b. Engaging in misconduct (willful, intentional or otherwise) during or in connection with the performance of your obligations hereunder or being arrested, charged or convicted in a criminal proceeding or similar proceeding that involves a matter which Company believes, in its sole discretion, may affect the performance of your obligations hereunder, may affect the Company and/or its affiliates and their employees, contractors and/or clients or may otherwise bring the Company and/or its affiliates and their employees, contractors and/or clients any disrepute, whether or not such matter is directly related to the affairs of the Company and/or its affiliates and their employees, contractors or clients; and/or c. Involvement in any act of moral turpitude. (the term "moral turpitude" includes crimes having an inherent quality of baseness, vileness, or depravity with respect to a person's duty to the society in general such as rape, forgery, theft, solicitation, etc.), (ii) sexual harassment (adjudicated guilty as per the Company's policy and local laws) or (iii) other act that threatens or likely to damage Company's reputation or (iv) any misconduct or breach of terms and conditions outlined in this contract of employment including the Company's policies. (v) any activity leading to loss of business.

d. Prolonged incompetent delivery of duties and responsibilities as judged by the Company. Upon termination or expiration of your employment, for any reason, or as otherwise requested by the Company, you will return to the Company a. Any property belonging to the Company such as laptop, desktop, SIMcard, mobile phone, access card, or other devices with details of any passwords or user ids installed therein.

b. All confidential information and work products, including any documents and information, of whatever form or intangible, in your possession, together with copies, notes, or summaries of such documents. Upon termination or expiration of your employment, all amounts due or payable from or to you by the Company shall be settled in full and an acknowledgment of such settlement shall be recorded in writing. The Company shall be entitled to, at its sole discretion, pursue any remedy available in law or in contract to ensure settlement of any amounts owed by you. The Company may be, at its sole discretion, entitled to withhold your relieving letter and all other documents regarding your employment hereunder. Any termination of employment or these Terms of Employment by Company shall

be without any further liability of Company and its affiliates and their employees, contractors, or clients to you or to your successors-in-interest or assignments.

Non-Disclosure Agreement

During your employment, you may have access to trade secrets or confidential business information belonging to the Company (including, but not limited to "source code", "graphical assets", "source repositories", "technical documentation", "development binaries", "company internet accounts", etc.). By accepting this offer, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company, all of its property, equipment, and documents, including but not limited to electronically stored information. You agree to hereby indefinitely assign ownership of any intellectual property rights and copyrights to the Company for any and all work that is done as part of your employment with the Company.

Non-Compete and Non-Solicitation

The Employee undertakes, agrees, and covenants with the Company that for a period of 6 (Six) months from the termination/ expiry of this contract, as the case may be ("Non-Compete Period"), the Employee shall not, either directly or indirectly work with any company, association, firm, individual or carry on any activity, which is the same as, or similar to, or which competes or is reasonably likely to compete with, the business of the Company, including, but not limited to, any company involved in the field of Education Product. The Employee acknowledges that the restrictions on the competitive activity of the Employee set forth in this contract are mainly to protect the value of the Company due to the loss of an employee. The Employee acknowledges and agrees that the covenants contained in this clause are no more extensive than is reasonable to protect the interests of the Company and to protect the business of the Company. During this Agreement and for a period of 6 months following the termination of this Agreement, you shall not (i) induce or attempt to induce any employee of MyCaptain to terminate, or in any way interfere with, the relationship between MyCaptain and any employee thereof, or (ii) hire directly or through another entity any person who was an employee of MyCaptain at any time during the term of this Agreement.

Intellectual Property

You agree that any rights, title, and interest whatsoever, including, but not limited to, patents, copyright trade secret, and design rights, mask rights, whether registered or not, arising or created as a result of the development of and/or the application of any tangible or intangible work product or materials produced by you during or as a consequence of your employment, whether alone or in conjunction with others and whether during normal working hours or not, including, but not limited to, any invention, design, discovery, improvement, computer program, documentation, or other material which you conceive, discover or create during or in consequence of employment hereunder ("Work Product") shall belong exclusively to the Company. You hereby convey ownership in such rights, title, and interest to the Company and its affiliates upon inception or development.

All Work Products shall constitute a work(s) made for hire under all copyright acts. To the extent that any Work Product does not constitute a work made for hire under the foregoing laws, you hereby irrevocably assign all worldwide right, title, and interest (including without limitation, patents, copyright, trade secret, trademarks, design rights, contract and licensing rights) in such Work Product to Company and its affiliates. You retain no rights to use the Work Product and agree not to challenge the validity of the Company's and its affiliates' ownership in the Work Product. You hereby forever waive all moral rights in the Work Product and any results or proceeds therefrom, even if after expiration or termination of your employment hereunder. If you have any rights to the Work Product that cannot be assigned to MyCaptain or its affiliates, you hereby unconditionally and irrevocably waive the enforcement of such rights and all claims and causes of action of any kind against MyCaptain and its affiliates and their employees, contractors or clients with respect to such rights and grant to MyCaptain and its affiliates an exclusive, irrevocable, perpetual, worldwide, sub-licensable, fully paid-up and royalty-free license to such Work Product, or part thereof. On termination or expiration of your employment or these Terms of Employment, you will deliver to the Company all Work Product, including

any parts or copies thereof completed, created, and/or prepared up through the date of termination and all copies thereof. You agree to, for no further consideration, execute any documents and take any other actions reasonably requested by Company and its affiliates and their clients and contractors to achieve the objectives of this Section (including waiver of any such rights including authors' special rights under Section 57 of the Copyright Act 1957). In the event that Company is unable for any reason, after reasonable effort, to secure your signature on any document needed to perfect the title of Company and its affiliates, you hereby irrevocably designate and appoint Company and its duly authorized officers and agents as your agent and attorney, in fact, to act for and on your behalf to execute, file and verify such documents and to do all other lawfully permitted acts with the same legal force and effect as if executed by you. You agree that you will not violate or attempt to violate the intellectual property rights, interests, or title of any third party. Your obligations under this Section shall remain in effect and survive any termination or expiration of your employment or these Terms of Employment. The Company shall be entitled to immediate injunctive or similar relief upon a potential or actual breach of this section by you.

We hope you have a great learning experience with us and grow in the process of this role.

I agree with and accept the terms set forth in this letter.

ARUN BIJU



23 JUNE 2022

Print Name

Signature

Date

Annexure A - During Probation

Name	Arun Biju		
Designation	Community Manager		
Department / Team	Product / Community		
Job Location	Bengaluru, Karnataka		
A.	Fixed Components	INR P.M	INR P.A
1	Basic Salary	19,583	235,000
2	HRA	7,833	94,000
3	Special Allowance	11,750	141,000
	Variable Components		
B.	Annual Variable Pay		
C.	Deductions		
1	Professional Tax	200	2400
2	PF Employee	1800	21600
	PF Employer	1,800	21600
3	TDS		0
	Gross Deduction	3,800	45,600
	Cost to Company	39,166	470,000

Annexure B - On Confirmation

Name	Arun Biju		
Designation	Community Manager		
Department / Team	Product / Community		
Job Location	Bengaluru, Karnataka		
A.	Fixed Components	INR P.M	INR P.A
1	Basic Salary	22,917	275,000
2	HRA	9,167	110,000
3	Special Allowance	13,750	165,000
	Variable Components		
B.	Annual Variable Pay		
C.	Deductions		
1	Professional Tax	200	2400
2	PF Employee	1800	21600
	PF Employer	1,800	21600
3	TDS		0
	Gross Deduction	3,800	45,600
	Cost to Company	45,834	550,000



Climber Knowledge & Careers Pvt Ltd
3rd Floor, Classic Arena, Hosur Road
AECs Layout - A Block, Singasandra
Bengaluru, Karnataka 560068
CIN: U93000MH2016PTC273870

Email : hr@mycaptain.in
Phone: +91 9513987661



Flat no 2B, Fountain Head Apt, opp
Karishma Soci. Gate no 2, Above
Jayashree Food Mall, Kothrud, Pune,
Maharashtra 38

083294 64801

Date: 2022-02-21

Dear Aryan ,

We are pleased to appoint you in the services of Hybrowlabs Technologies on the terms and conditions detailed in this letter.

Your designation shall be **Full stack Developer**.

Job Title: You shall be designated as Full stack Developer. The designation is for reference only and do not entitle you to any benefit other than as has been specified in this letter or intimated to you in writing in respect thereof. The Management retains the right at all times to change/modify/amend the titles/ designations or to rearrange the band structure, which may impact the above fact.

Date of Joining: Your date of joining would be 22/2/2022.

Annual Salary: Your annual compensation including benefits, allowances, and perquisites, if any, payable by the Firm is INR 6,50,000 (Six Lakh Fifty Thousand Rupees only).

Taxation: Besides this, you will be eligible for Gratuity as per Payment of Gratuity Act, 1972. You may note that as per the Act provisions, there is an upper limit of 10 Lakh. Your compensation will be subject to income tax as per the provisions of the Income Tax Act, 1961. Your compensation will be subject to profession tax as per the provisions of the Income Tax Act, 1975.

Probationary Period: You shall be on probation for a period of (2) months from your date of joining, the period of which may be further extended at the discretion of the Management. After completion of the probation period and subject to your performance your appointment shall be confirmed in writing. The employer reserves the right to terminate employment without notice period. You are not eligible incentives, stock options etc. during this period.

Notice Period: The employee may terminate the employment by giving one month's notice or one month's salary in lieu of notice, to the other party, subject to the release date being approved by the reporting partner.

Employee Benefits: In case you have been paid any amount at the time of joining, in lieu of notice pay reimbursement for relocation reimbursement, the Firm will have the right to recover the full amount paid to you, in case you decide to leave the Firm before completion of 12 months from your date of joining. For the purposes of this clause, the date of you 'deciding to leave' shall mean, the date of the resignation letter.

Code Of Conduct: You shall at all times carry out such duties and responsibilities as may be assigned to you by the Firm and shall faithfully and diligently perform these in compliance with established policies and procedures, endeavoring to the best of your ability to protect and promote the interests of the Firm. You will be bound by the Firm's Code of Conduct and all other rules, regulations, policies, and orders issued by the Firm from time to time in relation to your conduct, discipline and service conditions such as leave, work hours, dress policy, etc. as if these rules, regulations, policies et al, were part of this contract of appointment. Without prejudice to the generality of the foregoing, you shall at all times comply with the Firm's policies and procedures (as may be intimated from time to time on the Firm's intranet or through the Firm's newsletters and webcasts or other written means), including but not limited to matters relating to independence, anti-bribery, prevention of insider trading

Confidentiality-Renumeration: You shall at all times keep the details of your salary and employment benefits at the Firm strictly confidential, and shall not disclose such details to any other person within the Firm. b. Use of Firm's name: You shall use the Firm's name, logo, trademark or other identifiers strictly in the manner permitted by the Firm's policies, or for the purposes of provision of services delegated to you to the extent required. Upon termination of your employment with the Firm, you shall not use the Firm's name, logo, trademark or other identifiers in any manner other than what is already a matter of public knowledge, provided however, you will not be in breach of this clause if you make reference to the Firm's name solely to describe your former

association with the Firm subject to the confidentiality obligations which the Firm might have undertaken in relation to any of its clients, vendors or other Firm's personnel.

Confidentiality-Information: You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit. You shall always maintain the highest degree of confidentiality with respect to the records, documents and other Confidential Information relating to the business of the Firm which may be known to you or confided in you by the Firm, its representatives, authorised personnel, vendors, sub-contractors, clients, etc., by any means and you will use such records, documents and information only in a duly authorised manner in the interest of the Firm. For the purposes of this clause, 'Confidential Information' means information about the Firm's business and that of its customers, sub-contractors, business partners or agents which is not available to the general public and which may be learnt by you in the course of your employment. This includes, but is not limited to, information relating to the Firm, its customer lists, employment policies, personnel, and information about the Firm's products, processes including ideas, concepts, projections, technology, manuals, drawings, designs, specifications, sales pitches, fees quotes, tender information, key personnel, customer contacts, thought leadership papers, resumes, records and other documents containing such Confidential Information, whether such information was disclosed to or accessed by you prior to or after the date hereof. You shall at all times, whether during or after the termination of your employment, act with utmost fidelity and not disclose or divulge Confidential Information to any third party or make use of any such information for your own benefit. d. At no time will you remove any Confidential Information from the Firm's offices without the permission of your reporting manager save and except for the purposes of performing the duties assigned to you in your capacity as an employee of the Firm. Upon termination of your employment with the Firm, or otherwise upon the Firm's request, you will immediately surrender to the Firm all files, books, magazines, reports, documents, manuals, audio and video tapes, discs, any knowledge databases entrusted to you, and any other data, information or material containing or reflecting Confidential Information. If the Firm requests, you shall also confirm in writing to the Firm that you have complied with this clause. e. You acknowledge and agree that disclosure of any portion of the Confidential Information or any breach of the provisions herein may result in irreparable injury and damage to the Firm which will not be adequately compensable in monetary terms, that the Firm will have no adequate remedy at law therefore, and that the Firm may, in addition to all other remedies available to it at law or in equity, obtain such preliminary, temporary or permanent mandatory or restraining injunctions, orders or decrees as may be necessary to protect the Firm against, or on account of, any breach by you of the provisions contained herein, and you agree to reimburse the reasonable legal fees and other costs incurred by the Firm in enforcing the provisions of this Agreement. In addition, the Firm will be within its rights to (i) advertise for public knowledge / notice (ii) notify to your prospective employer or regulatory body, any impropriety or breach of confidentiality obligations hereunder, at its absolute discretion. f. Your duty to safeguard and not disclose, share or publish Confidential Information will survive the expiration or termination of this Agreement and/or your employment with the Firm.

Non-Compete: a. You represent and warrant to the Firm that you are under no contractual, fiduciary, professional or other obligation or commitment that prevents you from entering into this Agreement, or is otherwise inconsistent with your obligations under this Agreement. If you were previously employed with another organisation, you represent and warrant to us that you have returned all property and confidential information belonging to any prior employer and do not have any outstanding issues/ unfulfilled employment obligation pending with your previous employer having legal ramifications / consequences for you or for us. b. During your employment with the Firm, you will devote your whole time, attention and skill for its business and you shall not, except with the written permission of the Firm, engage directly or indirectly in any other business, profession, occupation or other commercial activity, whether as a principal, agent, contractor, consultant or otherwise, whether full-time or part-time. c. You hereby agree not to directly or indirectly compete with the business of the Firm and its successors and assigns during the term of the Agreement and for a period of two

years following the expiration or termination of this Agreement and notwithstanding the cause or reason for termination. d. You will have to seek prior permission from the Firm for any employment with a client of the Firm or any other organization working with a client of the Firm, whose assignment you have worked on directly or indirectly. e. Subsequent to your separation from the Firm, for a period of twelve months, you will not without the consent of the Firm take up any job or assignment, either full time or otherwise, directly or indirectly for or on behalf of any other organization working with a client of the Firm, whose assignment you have worked on in the twelve months immediately preceding your separation from the Firm.

Intellectual Property: In consideration of this Agreement and of the salary agreed to be paid in consideration hereof, you agree as follows: a. The Firm shall own (as its exclusive property, free from any obligations towards you) all Intellectual Property developed or conceived by you solely or jointly with others during the period of your employment; This includes but is not limited to Intellectual Property that: • is along the lines of the businesses, work or investigations of the Firm to which your employment relates or as to which you may receive information due to your employment • result from or are suggested by any work which you may do for the Firm • are otherwise made through the use of Firm's time, facilities or materials. b. Not to disclose or utilize in your work with the Firm, any Confidential Information of others (including any prior employers) or any inventions or innovations of others without express permission. c. To execute all necessary papers and otherwise provide proper assistance (at the Firm's expense), during and subsequent to your employment, to enable the Firm to obtain for itself or its nominees all patents, copyrights, or other legal protection for such Intellectual Property in any and all countries.

Personal Information: During the course of your employment with the Firm, you may provide the Firm with confidential data or information that can be linked to you personally, or otherwise personally identifies you, including but not limited to your financial information, email address, addresses, telephone numbers, shareholdings, physiological and/or mental health information, and medical records and history (your Personal Data). You acknowledge that the Firm may collect, use, transfer, store or otherwise process (Process) such Personal Data as required per the Firm's policies, to facilitate the conduct of the Firm's business, to conduct background checks, check conflicts or maintain independence, finance and accounting purposes or for quality and risk management purposes The Firm will Process your Personal Data in accordance with applicable law and professional obligations and shall ensure that any service provider who Processes Personal Data on our behalf adheres to such requirements. You hereby consent to the Processing of your Personal Data in the manner described above, whether by the Firm or any service provider on the Firm's behalf.

Miscellaneous: a. The following annexures form an integral part of this Agreement: Annexure A - Illustrative compensation break-up b. Additional Documents: You may also be required to execute additional documents, declarations and/or deeds as (i) per the Firm's policy as may apply to you / your nature of services as well as (ii) per any requirement of law of the jurisdiction where you might be required to work as a part of your employment with us, depending upon your job requirements and/or (iii) per the requirement of any professional, industry or other regulatory body and/or (iv) to meet any specific client request and/or (v) per the Firm's exclusive discretion. c. Supersedes previous agreement: This Agreement supersedes and replaces any existing Agreement between the Firm and you, relating generally to the same subject matter. It may not be modified or terminated, in whole or part, except in writing signed by an authorized representative of the Firm. This Agreement shall include all written deeds, documents, declarations, bonds and undertakings signed by you pursuant to and arising out of this document. Discharge of your financial undertakings (if any), in this Agreement shall be an obligation of your executors, administrators, or other legal representatives or assigns. d.

Severability: If any provision contained in this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall be construed as if such provision did not exist, and the unenforceability or invalidity of such provision shall not be held to render any other provision of this Agreement unenforceable or invalid. e. Conditions precedent: This appointment is valid subject to (a) your being medically fit, (b) your furnishing at the time of joining, documents in proof of your having been relieved by your present employer, and (c) our receiving satisfactory references on your background. f. Privity of contract: The terms of this Agreement may only be enforced by a party to this Agreement. g. Governing law and dispute resolution: This Agreement, including all matters relating to its validity, construction, performance and enforcement, shall be governed by and construed in accordance with Indian law. In case of any dispute in relation to this Agreement the decision of the Management of the Firm shall be final and binding. i. You will disclose any directorships, trusteeships or other personal appointments held by you. You will consult and inform the Firm's Risk Management team of appointments and will immediately surrender any prohibited position as advised by them and disclose the positions permitted per the Firm's policies on the Directorship Evaluation Tool (DET) within 15 days of your date of joining. You will further notify or obtain prior approval, as applicable, from the Risk Management team, for any changes in the appointments that you may hold in the future.

Working Hours: Working hours in the organisation would be 8 hours per day. 6 days a week. Saturday would be reserved for extra work activities and self-improvement.

Incentives: After the completion of the probation period, you are eligible for incentives as decided by the management.

Stock Options: You are eligible for stock options, to the company subject to the discretion of the management and its decision. Any stock options provided would be ex gratia.

Please read the detailed terms as below. If you have any queries, feel free to get in touch with us. We look forward to your long and fruitful career association with our organisation. If you decide to join us, 'Welcome to Hybrowlabs Technologies !'

Yours truly,

Authorized Signatory
Hybrowlabs Technologies

I accept the offer provided and the terms in the offer.

Date:

Full Name:

Age:

Signature



Private & Confidential

Ms. Alina Aleem
D/O, Aleem Uddin Qureshi
Ruby 507, Urbana Jewels, Mohana Mandi
Jaipur -302029

Dear **Ms. Alina Aleem**

We have pleasure in offering you the position of **Executive-Talent Acquisition** for Hyrefox Consultants Pvt Ltd (<http://www.hyrefox.com>) within the Human Resource department, your start date will be **14th Nov 2022**. You will be based in our Jaipur office on the terms and conditions detailed below.

Your salary (CTC) will be **INR 295680 per annum**, which translates into **INR 22,000** in hand per month and your job family will be Human Resource- Talent Acquisition at broadband level of Sr. Associate.

Salaries are paid monthly in arrears by account payee cheque on, or before, the 10th day of each month for the previous month.

All remunerations inclusive of salary, commission and bonus will be subject to TDS deductions at source as per the Indian Income Tax Act. Any investments up to Rs.1,00,000 which is exempt from income should be informed to us with supporting so that we can adjust it in the TDS.

This offer is conditional upon receipt of the following items:

1. Self-attested copy of your PAN Number
2. A signed copy of your latest CV
3. Satisfactory references, please can you send me contact details for two referees. One should be your previous employer (owner or CEO) and the other preferably should be your previous client, colleague at your previous employers'.
4. A signed confidentiality undertaking (on all pages)
5. Last 3 Month Salary slip & bank statement, that is based on your salary

Any disputes will be subject to Jaipur jurisdiction.



Confidentiality Undertaking

THIS CONFIDENTIALITY UNDERTAKING IS MADE ON: 14th Nov 2022

BY: RITIKA BAGGA, HR, HyreFox Consultants Pvt Ltd

IN FAVOUR OF: HyreFox Consultants Pvt Ltd **AND Ms. Alina Aleem**

BACKGROUND

The Recipient has agreed to enter into this undertaking to record the terms on which the Recipient will keep confidential any information disclosed to the Recipient by or on behalf of the **HyreFox Consultants Pvt Ltd** prior to or from the date of this undertaking.

THIS UNDERTAKING WITNESSES THAT:

1 INTERPRETATION

1.1 In this undertaking, unless the context otherwise requires:

Confidential Information means all information relating to HyreFox Consultants Pvt Ltd, their businesses and assets and which is provided to the Recipient by or on behalf of HyreFox Consultants Pvt Ltd (including information provided prior to the date of this undertaking), but does not include publicly available information;

Indemnified Person means HyreFox Consultants Pvt Ltd and their respective directors, officers, employees, agents and consultants; and

HyreFox Consultants Pvt Ltd means HyreFox Consultants Pvt Ltd, Jaipur as a standalone firm and its present and future overseas subsidiaries.

2 CONFIDENTIALITY

2.1 **Confidentiality:** The Recipient agrees that it will preserve the confidentiality of the Confidential Information and take proper and adequate precautions at all times and enforce such precautions to preserve the secrecy and confidentiality of the Confidential Information.



- 2.2 **Property in Confidential Information:** All Confidential Information shall be, and remain, the property of HyreFox Consultants Pvt Ltd
- 2.3 **Limitation on Use of Confidential Information:** The Recipient will not use the Confidential Information for any purpose other than:
- (a) undertaking lawful valuations of assets of the HyreFox Consultants Pvt Ltd pursuant to, and in strict accordance with prevailing local law ;or
 - (b) any other purpose specifically authorised in writing by HyreFox Consultants Pvt Ltd
- 2.4 **No Copies:** The Recipient will not copy the Confidential Information without HyreFox Consultants Pvt Ltd's prior written permission and will, upon HyreFox Consultants Pvt Ltd's request, return to HyreFox Consultants Pvt Ltd or destroy any Confidential Information which is in the possession of the Recipient including any copies thereof. If requested by HyreFox Consultants Pvt Ltd, the Recipient will provide HyreFox Consultants Pvt Ltd with a statement signed by the Recipient, certifying that the Recipient has complied with this clause 2.4.
- 2.5 **Dissemination:** The Recipient shall not disclose any of the Confidential Information, or discuss it with, any other person other than a person who has signed a confidentiality undertaking with HyreFox Consultants Pvt Ltd on terms substantially similar to this undertaking.
- 2.6 **Mandatory Disclosure:** In the event that the Recipient is required by law or court order or regulatory authority, or the listing rules of any stock exchange, to disclose any Confidential Information, such disclosure may be made only after HyreFox Consultants Pvt Ltd has been notified and has had a reasonable opportunity to oppose such disclosure on reasonable grounds and/or consult with the Recipient as to the timing or content of such disclosure.
- 2.7 **Extent of Confidentiality:** This undertaking shall operate until such time as all of the Confidential Information has fallen into the public domain or until agreed otherwise in writing by **HyreFox Consultants Pvt Ltd** Nevertheless, the indemnity in clause 3.1 will remain in full force and effect.
- 2.8 **Notice:** You are advised not to disclose your package to any other member of the organization. Also, your services may be terminated by either side, by giving 30 days' notice, without assigning any reason.
- Notice period for the Assistant Managers and team lead has been revised to 60days with immediate effect.
 - Notice period for the Management Interns will be 10 days.
- 2.9 It is the foremost responsibility of the concern person not to disclose about his/her exit from the organization, It is expected on the ethical grounds to keep such affairs with himself/herself falling to which the necessary action will be taken by the management.



2.10 **Replacement:** An Individual is required to find a replacement during his/her notice period, train the new employee and give a proper knowledge transfer. Replacement is mandatory to fill up his/her position before leaving the organization, failing to which will extend the notice period with us. During this period you are not allowed to take any leaves. If leaves are taken, this will further extend your notice period.

2.11 **Office Assets:** The assets provided to you are company's property. All expenses pertaining to physical damage caused by your usage will be borne by you.

3 LIABILITY AND EXCLUSIONS

3.1 **Indemnity:** The Recipient shall indemnify each Indemnified Person fully and effectively from and against all demands, claims, suits, losses, liabilities, damages, costs and expenses which may be made or brought against that Indemnified Person, or which that Indemnified Person may suffer or incur, as a result of or arising from any breach, or deemed breach, by the Recipient of its obligations under this undertaking.

3.2 **No Representations:** The Recipient hereby acknowledges to HyreFox Consultants Pvt Ltd that neither HyreFox Consultants Pvt Ltd nor any other Indemnified Person is making or will make any representation as to the accuracy, validity or completeness of the Confidential Information, or as to whether there has been or will be no change in the business, affairs, position or business environment of HyreFox Consultants Pvt Ltd or any other member of the HyreFox Consultants Pvt Ltd

No Liability: Except insofar as and to the extent only that liability under any statute or other law cannot be excluded, neither HyreFox Consultants Pvt Ltd nor any other Indemnified Person shall have any liability of any nature (including, but without limitation, in negligence), to any person whatsoever for or in respect of the Confidential Information or any failure to correct it.

3.3 **Renounce Cause of Action:** Without limiting the generality of clause 3.3, and to the maximum extent permitted by law, the Recipient renounces each cause of action (if any) it may have against HyreFox Consultants Pvt Ltd and each other Indemnified Person in respect of the Confidential Information or its provision by HyreFox Consultants Pvt Ltd or any other Indemnified Person.

4 MISCELLANEOUS PROVISIONS

4.1 **Inconsistency:** If there is any inconsistency between the terms of this undertaking and the terms of any other contract from time to time entered into between the Recipient and any member of the HyreFox Consultants Pvt Ltd then the terms of this undertaking will prevail.

4.2 **Remedies:** The Recipient agrees that HyreFox Consultants Pvt Ltd shall be entitled to equitable relief, including an injunction and an order for specific performance, in the event of any breach of the provisions of this undertaking.



- 4.3 **Non-Waiver:** Failure or omission by a party at any time to enforce or require strict or timely compliance with any provision of this undertaking shall not affect or impair that provision in any way or the rights of that party to avail itself of the remedies it may have in respect of any breach of that provision.
- 4.4 **Severability:** If any part of this undertaking is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination shall not impair the enforceability of the remaining parts of this undertaking.

EXECUTED as a deed on **14th day of Nov 2022**

Signature

Full Name **Ms. Alina Aleem**

Signed and dated in the presence of

Signature

A handwritten signature in dark ink, appearing to read 'Ritika Bagga', is written over a light blue horizontal line.

Name **Ritika Bagga**

Address **828, Frontier Colony, Adarsh Nagar, Jaipur, Rajasthan 302004**

Position/ Occupation **Manager-HR**



Ms. Alina Aleem
D/O, Aleem Uddin Qureshi
Ruby 507, Urbana Jewels, Mohana Mandi
Jaipur -302029

Salary Annexure

	<u>Monthly</u>	<u>Annually</u>
Basic Salary	11000	132000
HRA	5500	66000
Conveyance Allowance	4000	48000
Other Allowances*	1500	18000
Deduction	22000	264000
PF Employer Contribution	1320	15840
PF Employee Contribution	1320	15840
Total	24640	295680

A handwritten signature in grey ink, appearing to read "Ritika Bagga".

Ritika Bagga
Manager-HR

LETTER OF APPOINTMENT

08-07-2022

AMITANSH KALA

Jaipur

amitanshkala@gmail.com

Company ID: 209766

Dear Amitansh,

With reference to our discussion and agreement, we are pleased to extend this letter of appointment ("Appointment Letter") to you as **"Application Engineer"** within **New Age - Information Technology** at IDFC FIRST Bank Limited (the "Bank"). You are expected to join on or before **18/Jul/2022** ("Date of Joining"). Your Total Fixed Pay ("TFP") will be **INR. 11,00,000/- (Rs.Eleven Lakh only)** per annum. The position is currently based at **Navi Mumbai-Airoli Processing Centre Gigaplex Office**

This appointment is subject to you being medically fit to perform your role effectively. It is also subject to verification, as per the norms of the Bank, of information and particulars submitted (electronically or signed) by you, including but not limited to Authorization / Undertaking / Declaration Form. Kindly confirm your acceptance to this Appointment Letter by uploading a signed and scanned copy of the letter on the authorized joining portal within 5 working days of receipt of this Appointment Letter, post which the Appointment Letter stands revoked, as per the discretion of the Bank, and all the terms and conditions hereunder shall be null and void, and neither party shall have any obligation in relation thereto. Your acceptance to this Appointment Letter shall also mean the acceptance to the terms and conditions mentioned herein including annexures hereto, as may be modified by the Bank.

It may be noted that this Appointment Letter is to be considered final for all purposes, and supersedes all prior/ contemporaneous letters, discussion, negotiations, commitments, agreements and writings with respect to the subject matter hereof.

If any provision of this Appointment Letter is found to be illegal, invalid or unenforceable by the Bank, then such provision shall be severed from this Appointment Letter and the remaining provisions of shall continue in full force and effect and operate as if the severed portion had not been included.

The Bank reserves the right to revoke the Appointment Letter without any liability of any kind thereof even after acceptance of this appointment for just cause in the sole opinion of the Bank including but not limited to any non-compliance of any law on your part or any act or deed on your part, as per the sole opinion of the Bank, damages the reputation and brand image of the Bank in any manner.

You are requested to complete the joining formalities, on the authorized online portal of the Bank and submit the documents as required by the Bank.

Your Compensation Details and general terms and conditions for appointment are as per the enclosed Annexure/s

Further, your appointment is subject to your abiding to, in Appointment Letter and spirit,

- Code of Conduct
- Code of Conduct for Prohibition of Insider Trading for the Bank

Please note that you are required to keep the salary & other perquisites / benefits offered to you strictly confidential and not share information regarding the same with anyone.

This Appointment Letter shall be effective from your actual date of joining with the Bank. You are required to submit a signed copy of this Appointment Letter on/before the actual date of joining, failing which the appointment stands withdrawn without any further communication.

Congratulations on your appointment and we wish you a successful career with IDFC FIRST Bank Limited.

Thank You,

For IDFC FIRST Bank Limited

DS IDFC FIRST BANK 1

Digitally Signed by

Deepika Mahajan

Head Talent Acquisition & Employer Branding



Plot no. 1 / 2, Kanakpura Industrial Area, Kanakpura. Sirsi Road, Jaipur-302034.
Site No.271, Sri Ganesha Complex, Hosur Main Road, BTM 1st Stage, Bangalore- 560068.

Appointment Letter

Emp: Sparsh Gulati
Employee ID: ITTV/EMP/2696
Date: 1st July'22
Location: Jaipur (Rajasthan)

Dear Sparsh Gulati,

Welcome to **In Time Tec Visionsoft Pvt. Ltd.** With reference to your confirmation of offer letter, we are pleased to inform you that you have been selected for the post of **Jr. Cybersecurity Engineer** in the company on the following terms and conditions: -

Date of Appointment

You are appointed as **Jr. Cybersecurity Engineer** with effect from **1st-July-22**.

Salary

Your annual cost to company on joining **In Time Tec Visionsoft Pvt. Ltd** is **Rs. 5.5 Lacs (Rs. Forty Five Thousand Eight Hundred Thirty Three only per month)**. Salary break up letter is attached with the letter.

Working Hours

Monday –Friday: 8:30 AM to 5:30 PM including forty-five minutes' lunch break.

Appraisals

Performance reviews and annual appraisals are done in the month of April and increments are therefore granted on merit as per the company policy.

Place of work and mobility

You shall be based in Jaipur but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India. You will be governed automatically by the rules, regulations, terms, and conditions applicable to the new assignment.

Confidential Information

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Site No.271, Sri Ganesha Complex, Hosur Main Road, BTM 1st Stage, Bangalore- 560068.

Non-Disclosure and Intellectual Property rights

As a condition of your employment, you will be required to sign the company's standard form of employee non-disclosure and intellectual property assignment agreement at the time of your joining. The company retains ownership of intellectual property rights relating to copyrights concerning works undertaken while in the employment of the company. You are also not allowed to carry portable storage device in and outside of the company premises.

Termination and Notice period

Either the company or you may at any time terminate this agreement by giving in writing to the other party 60 days' notice or in lieu thereof a sum equal to the amount or pro-rated amount of CTC which would have accrued to you during the period or remaining period of notice, though the buyout of notice period will be entertained only subject to management approval. This clause will be applicable only after the successful completion of probation.

During the probation period, prior notice of 15 days is required or in lieu thereof a sum equal to the amount or pro-rated amount of CTC which would have accrued to you during the period or remaining period of notice, though the buyout of notice period will be entertained only subject to management approval.

The company would terminate the employee with immediate effect if caught engaged in dishonest or suspicious behavior, or misconduct of theft of company products.

Annual Leave

From the day of joining, you shall be entitled to annual leave accordingly to company rules. The company's holiday year runs from the first day of January to the last day of December.

The number of annual leaves is determined by the number of declared holidays for that business area. The total number of holidays taking into account the declared national holidays and annual leave entitlement for the calendar year is 18 (Excluding all national holidays) for all employees. Employees with less than 1 years' service receive a proportional amount of annual leave entitlement. Further details would be given to you at the time of your joining the organization.

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Site No.271, Sri Ganesha Complex, Hosur Main Road, BTM 1st Stage, Bangalore- 560068.

Rules and Regulations

Your work in the company will be subject to the policies, rules and regulations of the company, as promulgated and modified from time to time in relation to your conduct, employment and all other factors. In addition to the above, all internal policies, rules and regulations as may be in operations at the time of your accepting the appointment with the company as may be amended or altered, with or without notice, from time to time at the discretion of the company will be applicable to you.

We are looking forward to work with you. I am sure that will be reciprocally beneficial for both the parties. Here is hoping that you will enjoy working with our company and that it will help, you achieve great heights in your career.

Regards,

Neha Dubey
Sr. HR Associate
In Time Tec Visionsoft Pvt. Ltd.

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Site No.271, Sri Ganesha Complex, Hosur Main Road, BTM 1st Stage, Bangalore- 560068.

Salary Break-up Letter

Dear Sparsh Gulati,

Your monthly salary details & total cost to company is as follows:

Total Annual CTC		₹ 5,50,000
Particulars		Monthly
Total Monthly CTC (A)		₹ 45,833
Employee Benefits (Deductible) (B)		₹ 4,252
Health Insurance	₹ 1,350	₹ 4,252
Provident Fund (Employer Part)	₹ 1,800	
Gratuity	₹ 1,102	
Gross Salary (C) = (A) - (B)		₹ 41,581
Basic Salary	₹ 22,917	₹ 41,581
House Rent Allowance	₹ 11,458	
Leave Travel Allowance	₹ 2,500	
Telephone & Internet Allowance	₹ 1,500	
Other Allowance	₹ 3,206	
Statutory Deductions (D)		₹ 1,800
Provident Fund (Employee Part)	₹ 1,800	₹ 1,800
Professional Tax	₹ 0	
-Net Salary (E) = (C) - (D)		₹ 39,781

Kindly Note:

The company is responsible for deducting taxes, PF, Health Insurance & any other govt. liability that is binding by the law. The salary paid to you will be calculated by deducting any such payments from your gross salary.

Regards,

Neha Dubey
Sr. HR Associate
In Time Tec Visionsoft (p) Ltd.

Confidential Information

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AL Ref No :4b2e980f87dd4e97

30-Jun-22

ANSHIKA GOYAL

D/O RAJENDRA KUMAR GOYAL,

B-34, GORDHANPURI, GALTA GATE, JAIPUR CITY, JAIPUR, RAJASTHAN,

Pincode: 303003

Contact No:7023675055

Sub: Letter of Appointment as Management Trainee

Dear ANSHIKA GOYAL,

With reference to your application and subsequent discussions and interviews, we are pleased to offer you an employment with the Bank in the Junior Management as a Management Trainee for a period of one year, subject to following terms and conditions.

1. As discussed during the interviews and as explained to you and as understood by you during the said discussions and negotiations between you and our representative, the Bank has accepted your application and hereby extend you an offer as a 'Management Trainee' in the Bank for a period of one year, beginning from the date of your resumption as 'Management Trainee'. As such your employment as a Management Trainee will begin with the Bank for the SDM Division at Jaipur Branch.
2. Your employment as a Management Trainee as stated above, shall begin with effect from the date you report for duty, which shall not be later than 12-Sep-22. This letter of 'Management Traineeship' is valid up to 12-Sep-22. You are therefore requested to report to Bank on or before the said date at the initial place of posting as mentioned below.
3. As a Management Trainee, you will be imparted rigorous and extensive training on and off the job for the first three months, in the SDM Division, covering the following areas, besides others:
 - a. Product orientation
 - b. General Banking & Direct Banking Operations processes
 - c. Bank's IT systems & applications
 - d. Sales and Marketing skills
 - e. Sales and Marketing strategies
 - f. Banking & Business Operational areas
 - g. Behavioural skills & selling skills workshops, etc.
4. The Bank will spend more than Rs.50,000 (Rupees Fifty thousand) for imparting you the above stated and other related and incidental training during the said period of first three months. As such, this offer of employment is subject to your agreeing to continue and be actively employed with the Bank at least for a period of one year from the date of reporting for duty (work) including the period of training of three months. You will, therefore be liable to refund to the Bank a sum of Rs.50,000 (Rupees Fifty thousand Only) with interest at 10% per annum, in case you fail to continue or wish to leave/discontinue/resign and /or not actively work for one year as above or if you abandon from being actively employed for one year or fail to or refuse to actively being employed with the Bank for one year or you resign or wish to resign or discontinue from the employment with the Bank before completion of the period of active employment of one year from the date of joining.

Candidate's signature: _____



IndusInd Bank

The Bank shall initiate legal action in case you fail to adhere and comply with the above terms and conditions. In case of such a default, the Bank may restrain you from taking up employment with any other employer, so also, you will not be issued/entitled to any discharge from the Bank till you refund the above stated amount, with interest at 10% per annum. Subject to your agreeing to the above conditions, your general terms of appointment with the Bank shall be as under.

5. During the period of one year of Management Trainee, if you feel that you have not been treated properly and if you have any grievance, you should report about the same to your respective HR Partner by email and seek resolution of the same. Your grievance if any shall be immediately resolved without any delay. If you leave or discontinue or resign and leave or discontinue by making breach of any of the above agreed conditions, without making escalations of grievances, if any, as above and without waiting for reasonable time to resolve, your action of leaving or discontinuing or abandoning the engagement with the Bank will be treated as deliberate and intentional and the grievance, if any, as an alibi to abandon the relationship without fulfilling the agreed terms and conditions. You will not be permitted to leave or discontinue or abandon from the engagement of Management Trainee by making false or frivolous or malicious allegations of harassment or unsubstantiated allegations against your seniors or colleagues or the Bank. If you leave or discontinue or abscond with or without intimation, the Bank shall be make you accountable for refund of the said amount of Rs.50,000/- with interest at 10% per annum. Please note that you have been given this offer with such an agreement and undertaking by you by way of acknowledgment of this offer/cum appointment letter of Management Trainee.
6. As stated above, you will not be entitled to leave, discontinue or resign from the employment of the Bank till the completion of active employment of 12 months. You will be allowed to leave, discontinue or resign from the employment of the Bank only after completion of active employment of 12 months and anytime thereafter only upon and after serving a notice of 3 months from the date of tendering the notice of resignation from the employment of the Bank, except by way of refunding to the bank a sum of Rs.50,000/- (Rupees Fifty thousand Only) plus interest at 10% per annum, as stated herein above, subject to further consequences herein below.
7. In case the Bank decides to regularise your employment as a regular employee of the Bank in an appropriate grade, the part of the tenure spent by you in the Bank as a Management Trainee, shall be treated as a period of probation.
8. The period of Management Trainee, shall be of twelve months. You will be deemed to be continued on the basis of 'Management Trainee' in case either you are not confirmed in the regular employment of the Bank or not ceased from such a relationship. In no case you will be treated as a regular employee of the Bank unless and until you are informed by the appropriate authority of the Bank by a written order. Even if you are presumed to be continued as a 'Management Trainee' you will not be presumed or construed to be confirmed or regularised or absorbed in the employment of the Bank after the completion of the period of the Management Trainee. Nevertheless, the Bank will prefer you to give a regular employment with the Bank in an appropriate grade, provided there is a suitable opening in the Bank and your performance during the period of 12 months of Management Traineeship is found to be satisfactory and acceptable to the Bank. In any case you will not be deemed to be confirmed in the employment of the Bank until and unless you are informed in writing to that effect by an order of the competent authority of the Bank. Merely continuation in the 'Management Traineeship'/Probation shall not be treated as a deemed confirmation unless and until you are confirmed in writing of a specific order of the competent authority of HR Department of the Bank.

Candidate's signature: _____

IndusInd Bank

In case you are taken in the regular employment / absorbed in the employment of the Bank, the Bank shall give you a detailed letter of employment containing the terms and conditions of employment which should be signed by you without any condition and taking you in the regular employment or absorbing in the employment of the Bank shall be subject to you signing such terms and conditions as may be laid down by the Bank. In such a case, the age of superannuation shall be 60.

9. It will be obligatory on your part to cooperate and liaise with your reporting manager/s and the HR Department, in case the Bank has informed you that the Bank would like to absorb you as a regular employee, after satisfactory completion of the 'Management Traineeship' period or the extended period. Failure thereof will be treated as deliberate default on your part to avoid being absorbed in the regular employment of the Bank, resultantly making the authorities draw an adverse inference.
10. During the tenure of the Management Trainee, you will be governed by the terms and conditions contained in this letter of 'Management Traineeship' and also as per the policies, practices, service conditions, Code of Conduct and discipline as may be adopted by the Bank from time to time, which are applicable to other / regular employees of the Bank. The service conditions governing your employment in the Bank shall be subject to alterations/modifications/additions from time to time without any notice. You will strictly observe all the rules of the bank including rules of leave of absence, attendance, punctuality, discipline, Code of Conduct, etc. You are hereby provided the copies of the Code of Conduct applicable to the Bank, the Service Rules relating to Discipline and Disciplinary Action, the Information Security Policy, Information Technology Policy, Information Technology Security Policy, the Confidentiality and Secrecy Policy, etc. The same is also made available on the Intranet of the Bank which is updated from time to time.
11. As a 'Management Trainee' and in case you are absorbed as a regular employee, thereafter, you will have to abide by the Bank's policies, procedures and practices, existing or adopted from time to time, without any notice. You shall strictly adhere to all the rules and regulations and internal systems and procedures regarding the business processes and service conditions which are made applicable to you from time to time.
12. The Bank's policies, guidelines and instructions are uploaded in the Bank's intranet and/or are circulated by way of emails and such other electronic form, for the information, reading, use and compliance by the employees of the Bank. As a 'Management Trainee' and in case you are absorbed as a regular employee, thereafter, you should read, use and follow and comply with all such policies, guidelines and instructions meticulously. These policies, guidelines and instructions uploaded from time to time shall be considered and deemed to be read and understood by all the employees as if the employees have been provided the hard copies thereof under acknowledgment, since access to the policies, guidelines and instructions is given to all the employees. You will have to adhere and follow this meticulously.
13. As a 'Management Trainee' you are initially posted at the Bank's . Your appointment in the Bank is subject to transfer to any of the Bank's Locations / Branches / Offices / Departments / Sections etc. anywhere in India or outside India, depending upon the exigencies of Bank's requirements. Your employment may also be subject to transfer to the Bank's associate or subsidiary units/companies/firms, etc. depending upon the exigencies. In case of such transfer the terms and conditions of your employment including gross salary and benefits, etc., as stated in this letter will continue to be applicable unless otherwise specified through a written communication by the competent authority.
14. The remuneration package on an all-inclusive Cost to Company basis with components thereof is provided in Annexure I to this letter. The same shall be subject to income tax and other taxes as per the prevalent Income Tax and other tax laws.

Candidate's signature: _____

IndusInd Bank

15. As a 'Management Trainee' and in case if you are absorbed as a regular employee thereafter, your appointment and continuance in the employment shall be subject to your being medically fit for the Bank's employment. The pro-forma of medical examinations to be done before joining the Bank is enclosed and you are requested to get the medical examination done and submit the documents to that effect at the time of joining.
16. The Bank may, upon its sole discretion subject you to the medical examinations from a Medical Practitioner/Surgeon/Medical Officer acceptable to the Bank, from time to time. Refusal to appear before the Bank's empanelled / engaged doctor or Medical Officer or a Clinic or an Hospital as the case may be and subject you to such medical examination, as the case may be, shall be treated as insubordination and disobedience of lawful and reasonable instruction of the competent officer and shall be liable for appropriate action.
17. As a 'Management Trainee' and in case you are absorbed as a regular employee, thereafter, your appointment is based and shall continue to be based on the information and data furnished by you in the application and other representations made by you. If any of the information or representation made is found to be incorrect or defective or incomplete and if any information or details are found to be suppressed to mislead the Bank, you will be liable to be terminated from the employment without any notice.
18. You are requested to submit self-attested copies of certificates in respect of educational /professional qualifications, character, experience, date of birth, details of present and past salary drawn, other testimonials required including relieving letter from your last employer, in case you are/were employed any time in the past.

As a 'Management Trainee' and in case you are absorbed as a regular employee, thereafter, your engagement / appointment, as the case may be shall be bound by and shall continue to be made subject to your credentials such as educational and professional qualifications, work experience, character certificates, salary drawn with the present/previous employer/s, police/criminal record, other personal details etc. being found valid and acceptable to the Bank. The Bank shall have right to cause the verification done in respect of every information given to the bank on the basis of which this letter of appointment is based. You will have to abide by the action of the Bank if taken against you thereby impacting your employment with the Bank, upon the Bank having come to know that any of the information provided by you before / during / after joining employment of the Bank, is found to be short, deficient, incomplete, incorrect, missing, suppressing, false, fabricated, manipulated, tampered, and so on. As such, the Bank shall have every right to cause the investigation/verification done in respect of any information or details, whether provided by you or otherwise and call back the offer/order of employment and terminate your employment with the Bank at any time, without any notice. The scope and ambit of such investigation and verification may include, besides others, your educational or professional qualifications, previous experience, period and tenure of employment with the previous employer/s, disciplinary action if any initiated or taken, issues of integrity / honesty / devotion / diligence etc. being subject or cause of your exit / resignation from any of the previous employer/s, disputes or discrepancies in date of joining and relieving / salary and perquisites / grades / designations / if asked to resign or leave the employment / if voluntarily abandoned from previous employment/s / terminated / dismissed / imposed with any other punishment, etc.
19. As a mandatory requirement, you will be required and you have agreed to provide to the Bank the certified photocopies of your testimonials towards educational qualifications, previous experience up to and including the immediate previous employment, joining and relieving letters, certificates of salary, other compensation, history of promotions/demotions/elevations etc., issued/required to be issued by all previous employers, details of disciplinary action if any, etc.

Candidate's signature: _____

IndusInd Bank

These documents should be produced by you at the time of your joining, except the relieving letter of the immediate previous employer that is the employer before joining the employment of this Bank, which should be produced within 30 days of your joining the employment as per this offer of employment. Failure to produce these documents as required and within the time schedule shall make you liable for calling back this order/offer of employment and termination from the employment without notice, any time.

20. The bank shall be free to terminate your services any time during the period of Management Traineeship, if your performance, output, conduct and behaviour during the said period is not found to be satisfactory and acceptable to the Bank, by giving a notice of one month or by paying salary of one month in lieu of notice.
21. After confirmation in the employment of the Bank, your employment can be terminated by the Bank by payment of an amount equivalent to three months 'pay' in lieu of notice or partly with service of notice and partly with 'pay' in lieu of notice. Whereas, you may resign/leave/discontinue from the employment after serving a notice of three months after completion of a tenure of 12 months of Management Traineeship and absorption / confirmation in the employment of the Bank.
22. Subject Clause No 4 above and other clauses / provisions on terms and conditions of appointment as a Management Trainee, you may resign/leave/discontinue from the employment of the Bank only after giving and serving of a notice of one month during the tenure as a 'Management Trainee'. However, you may resign/leave/discontinue from the employment of the Bank, after giving and serving a notice of three months, after and if you are confirmed in the employment of the regular employment of the Bank..
23. The bank shall have absolute discretion to reject or refuse to accept your resignation in case a staff accountability or disciplinary action case is contemplated or pending or initiated against you
24. Subject to the conditions mentioned herein, in case you tender resignation from the employment of the bank, you shall not discontinue / stop attending the bank / assigned work unless and until you are relieved by the Bank with a specific formal signed order to that effect by the HR Department of the Bank. In case you discontinue / stop attending the bank / assigned work after tendering the resignation but before the same is specifically accepted by the bank and you are relieved by specific order in writing as stated above, you shall be liable for disciplinary action treating such absence as unauthorized and irregular, besides treating you as voluntarily abandoned the employment. In all such cases and eventualities, you will not be entitled to a relieving letter or any letter of employment which be noted carefully.
25. Notwithstanding anything contained in this letter/offer or in any other document / communication or in any other conditions or situations expressed or implied, your services with the Bank shall be liable for termination after confirmation / absorption in the employment of the Bank, with three months' notice or with 'pay' in lieu of three months' notice, in case the Bank finds that your services are no more required or have become redundant or supernumery or that the Bank has lost confidence in you or that you have become unfit for the work for which you have been appointed or that you have become medically unfit to work or in case where the Bank finds, for good and sufficient reasons, not to continue your services in the Bank for whatsoever reasons.

('Pay' for the purpose of pay in lieu of notice shall mean Basic Pay and House Rent Allowance and shall not include other components of salary paid / payable either on monthly or quarterly or on any other basis).

Candidate's signature: _____

IndusInd Bank

26. While in the employment of the Bank you shall not carry on or engage in any business or profession or vocation or enter in to any part time or full time commitment for rendering services in any capacity. You will devote your entire time and attention to promote the interests of the bank.
27. You shall not divulge in any manner, any information of or pertaining to or related to or owned or possessed by the Bank, which is considered by the Bank as confidential information or data, to anyone outside the Bank or to yourself or utilize any of the Bank's confidential information or other information which you may possess or come across by reason of your association and employment with the bank. You shall not divulge or send such information to anyone outside the Bank including to yourself or to your email ID or to the emails of your family, in the form of soft copies or hard copies / prints and so on. The action of divulge of such information to anyone including to yourself or to your family, shall be subject to stern disciplinary action, so also civil and criminal action, where necessary

[Confidential information or data means and includes - information which is not known to outsiders or general public or customers or constituents or competitors or the persons or bodies which are not entitled to know, in the manner compiled, gathered and preserved by the Bank and relating to business affairs of the Bank and that of its affiliates/associates/subsidiaries or group companies and of other entities with which businesses are conducted. Confidential information or data also means and includes proprietary information, information related to products, processes, technology, research, development, trade secrets, opinion/s, practices, usages, formulas, notes, analytical data, designs, models, platforms, accounts, information or data related to clients/customers/constituents, goodwill, structures, affairs, operations, copy rights, trademarks, trade/business secrets, tangible or intangible rights - whether registered or unregistered, technical systems, processes, know-how, computer programs, business information, list of customers, prices, source of data, financial data, source of supply, employee compensation data, employment rules, service conditions of employment, policies and prescriptions related to employees and employment information related to employment, etc.]

28. The above stated obligation not to divulge the confidential information or data, shall remain and continue to operate on you, so also on all the employees, working in the Bank either under you or above you or your colleagues, during your tenure of employment with the Bank, so also till three years (3 years) after leaving the employment with the Bank upon resignation or by way of any other mode of severance of employment, as duly acknowledged and accepted by the Bank.
29. Your employment can also be terminated by the Bank without any notice or without payment of any notice pay, where the Bank has conclusive evidence of your involvement in any of the following acts, with or without holding a formal enquiry into the matter. The decision of the Bank in such matters, shall be final..
- a. Where there are explicit, gross and serious misconducts established by record
 - b. Committing a fraud on the Bank or its constituents or with the general public
 - c. Continuous violation of Bank's policies and procedures resulting in loss to the Bank
 - d. Written or oral misrepresentation, thereby publishing or cause to publish adverse material or information about the Bank affecting its image;
 - e. Committing an act which is considered as unlawful or in violation of law of the land
 - f. Committing acts which are considered as immoral, illegal or acts of moral turpitude
 - g. Act of serious and gross insubordination and/or indiscipline
 - h. Acts prejudicial to the interest of the Bank

Candidate's signature: _____

IndusInd Bank

30. For good and sufficient reasons, the Bank may initiate disciplinary action / termination action, anytime. The Bank may also decide to place your employment under suspension pending enquiry if there are serious allegations or misconducts reported, during or till the investigation or enquiry is over. During the suspension, you may be paid suspension allowance which will be 50% of basic pay and shall not be according to your personal financial requirements. However, in an appropriate case, having regard to the seriousness of the matter and the loss caused to the Bank or to any of its constituents or to the sovereign authorities, you will not be paid the suspension allowance of 50% as provided herein and the suspension shall be without any suspension allowance.
31. In case you are found to be responsible or accountable for any loss which can be directly attributed to you partly or substantially, such loss shall be recovered from you and the Bank shall also have a right to initiate appropriate legal action, as may be deemed fit for recovery of such loss or to prosecute you.
32. You shall at all times indemnify and keep indemnified the Bank against all sums whether by way of claims, demands, damages, costs, charges or expenses paid or incurred by the Bank in or in connection with any action, claim, proceeding or demand instituted or made against the Bank, caused or occasioned by your breach, fault or neglect in the opinion of the Bank to observe and comply fully with the terms and conditions of your employment.
33. While in the employment of the Bank, you will safeguard and ensure to safeguard the interest of the Bank in all matters, documents, valuables, books, property, currencies, coins, etc. and shall do nothing which shall prejudice the interest of the Bank.
34. The employee who are provided with the Laptop, accessories and any other gadgets or instruments for discharging his official functions, shall indemnify the Bank for any loss or damage arising out of their unauthorized use. The laptop and other gadgets so assigned by the Bank shall be used only for work of and related to Bank and not for personal or other use.
35. You will return to the Bank within 24 hours of severance of your employment, the laptop, apparatus, equipment, accessories, gadgets and any other assets, irrespective of the nature of severance of employment, which may be either voluntarily or involuntary such as severance by way of termination or dismissal or in any other form. You will be liable for action – both civil and criminal, in case you continue to hold such assets of the Bank after severance of your employment.
36. During the tenure of the employment of the Bank, you will come across and may be assigned, directly or through the group or team activity, user IDs and/or Passwords, for facilitating and discharging of the duties and tasks assigned to you. Similarly, you may have to create IDs and passwords for you or for the team or such user group as may be necessary. You may also come to know of or exposed to such IDs and Passwords of such other employees, customers and/or users, by virtue of your posting or exposure. You will ensure that such IDs and Passwords are protected and preserved and that they are not shared or passed on to anyone for whatever reasons, including that of your own IDs and the Passwords. Any such sharing of the IDs and the Passwords shall be regarded as gross/major misconduct and will invite and make liable for stern punitive action.
37. During the employment with the Bank, you will not engage in any acts considered by the Bank as prejudicial to the interest of the Bank. You will have to manage personal finances in such a way that you are not required to make borrowings considered by the Bank as excessive.

Candidate's signature: _____

IndusInd Bank

38. You will be barred from using any information or data or record or creative activity of the Bank or any proprietary information, mobilised/collected/developed by the Bank related to Bank's business or related to employees, customers or constituents, after severance of your employment with the Bank. You will also be liable for legal action or such other appropriate action, in case you are found to be using or causing use of such information in any manner after leaving the Bank.
39. You will be liable to hand over to the Bank's nominated person/reporting authority, the charge of the branch/ department/ section/ division/ cell and also the letter of Authority, Power of Attorney, electronic devices for undertaking Bank's work and such other devices used for funds transfer/ transmission/ transaction if any, issued to you and also the property/ material/ valuables etc. of the Bank, which is/are held or have come in your possession, at the time of separation of your employment with the Bank.
40. You shall intimate in writing to all your reporting authorities and also to the Bank's Human Resources Department at the Corporate Office, about the change of address/addresses and other communication details, within a week's time from the occurrence of such change, failing which any communication sent on your last known address shall be deemed to be a valid and proper service..
41. This letter of appointment upon your acceptance by signing shall be binding on you and shall be treated as an employment agreement. Hence you are requested to return a copy of this letter of appointment (additional copy of letter/offer enclosed) by signing on the same at the place indicated therein as a token of your acceptance of the above terms and conditions, within seven days of receipt of this letter..
42. You will have to sign different Codes of Conduct and rules of disciplines at the time of joining the Bank in pursuance of this Letter of Appointment. All those policies will be displayed in the Intranet of the Bank and will be available for all the employees and associates of the Bank. Since these Codes of Conduct and rules of disciplines and the incidental and related policies and documents shall be deemed to be signed by you at the time of joining and as and when such Codes of Conduct and rules of disciplines and the policies are updated, renewed, modified or changed or repealed or substituted. The display of such Codes of Conduct, rules of disciplines, policies and any other documents, including amendments if any, in the Bank's intranet, or circulation thereof by emails, shall be deemed to be signed and acknowledged by you. Hence, you will never take any objection that you were never issued or you have never read or acknowledged such Codes of Conduct, rules of disciplines, policies and any other documents, including amendments if any..

We look forward to a long and fruitful association with the Bank.

Your faithfully,
For IndusInd Bank Ltd

Shelendra Singh Shekhawat
Zonal Resource Manager - Branch Banking

Human Resources Department
IndusInd Bank Ltd

Candidate's Signature: _____

Date: _____

Candidate's signature: _____

IndusInd Bank

Dear Sir,

Sub: Acceptance Of Letter Of Appointment

I have carefully read and understood all the terms conditions contained in the Letter of employment, dated _____ and hereby confirm my unconditional acceptance of the same.

Date: _____

Signature of the Candidate:

Place: _____

Full Name:

Contact No.

Mobile No.:

E-mail address:

Full address for communication:

Annexure - I

Letter Date:		30-Jan-22	
Candidate Name:	ANSHIKA GOYAL	Organization Unit (OU):	CBL-88-SDM
Contact Address:	D/O RAJENDRA KUMAR GOYAL, B-34, GORDHANPURI, GALTA GATE, JAIPUR CITY, JAIPUR, RAJASTHAN, Pin Code - 303003	Branch:	Jaipur Branch
Grade:	MT	City:	Jaipur
Designation:	Management Trainee - Branch Banking	Reporting Manager ECN:	109820
Function (Business Unit):		Reporting Manager Name:	Neeraj Sharma
Department:	SDM	Cost Center Code:	8430

Compensation Heads	Rs. (Per Annum)	Rs. (Per Month)
Basic	113536	9461
HRA	56768	4730
Conveyance Allowance	19200	1600
Officer Allowance	29292	2441
Statutory Bonus	28800	2400
Medical Reimbursement	15000	1250
Monthly Gross - (A)		21882
Employer PF Contribution (C)	21243	1770
Annual Guaranteed Cash (D)=(A+B+C)	283839	23653
Gratuity (E)	5461	455
Insurance Costing Mediclaim & GPAL (F)	10700	891
Cost to Company (G)=(D+E+F)	300000	25000

Appraisal Actions

* The Bank may pay Performance Bonus/Increment/Appraisal/Incentive every year based on the performance of the individual employee, as also the Bank's overall performance.

* There is no minimum guaranteed Performance Bonus/Increment/Appraisal/Incentive. Your Performance Bonus/Increment/Appraisal/Incentive would depend on your Annual Performance Rating and also the Bank's performance.

Eligibility

1) Payment of Performance Bonus/Increment/Appraisal/Incentive is subject to an employee being on the rolls of the Bank on or before September 30th of any financial year.

2) You would be eligible for Performance Bonus/Increment/Appraisal/Incentive only if you are an active employee and not having resignation notice as on the date of disbursement of any such payment including Performance Bonus/Increment/Appraisal/Incentive.

3) You would not be eligible for Performance Bonus/Increment/Appraisal/Incentive, etc., if you are subjected to disciplinary action or a disciplinary action is contemplated or initiated or an investigation is pending against you.

Yours faithfully,

For IndusInd Bank Ltd

Shelendra Singh Shekhawat

Zonal Resource Manager - Branch Banking

Human Resource Department
IndusInd Bank Ltd

Candidate's Signature: _____

Date: _____



Date: 26/05/2022

PRIVATE AND CONFIDENTIAL

Mr. Tushar Chhimpa,
ward no 15, matoriya garage k pass, Rawatsar ,
Hanumangarh, Rajasthan

We are pleased to offer you the position of **SDET in Quality Assurance Infoedge** with Info Edge India Ltd.

1. This **Letter of Intent** is being issued subject to the following terms:
 - a. You shall join the company on or before **31/05/2022**.
 - b. Accuracy of the testimonials and information provided by you.
 - c. Your being free from any contractual restrictions preventing you from accepting this offer or starting work on above mentioned date.
 - d. Successful background verification and reference check. In the event the background verification is not satisfactory in the sole opinion of the Company, the Company reserves the right to revoke the offer letter at any time without assigning any reason.
2. On your date of joining, you will be issued a formal Appointment Letter.
3. You shall be based in **Noida B-8** but will serve the company or any of its subsidiaries or associated companies in any location within or outside of India.
4. As an employee of the company, you will receive an annual CTC (Cost to the Company) as mentioned in Annexure.
5. In case you decide to leave the services of the organization, you will be required to give **30 days** notice. The organization in its sole discretion can decide to waive off/ reduce the notice period depending upon the exigencies. In such case, you would be required to pay the organization the gross salary for the notice period so reduced/ waived off.
6. You agree that, during the term of this Agreement or any extensions and for a period of two (2) years thereafter, you will keep confidential any information which you obtains from the Company or any of said entities' subsidiaries, sister corporations or concerns, now or hereafter existing or created, concerning their client data properties, assets, content of this letter of intent, particular or detail of products, developing process, technical knowhow, administrative or organizational matters, proprietary assets, source codes, copyrights, business methods, and trade secrets.



7. Upon termination of employment, all company documents, information and property, business cards, office keys must be returned to the office prior to leaving.
8. Work from home: In view of the Covid-19 situation you will be working from home starting your joining date. While working from home you shall adhere to the company wide guidelines on work from home to ensure business continuity. However, you are will be expected to report to your work location as per the timelines decided by HR, once the office re-opens and is ready for the daily function.

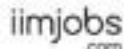
Kindly sign and return a copy of this letter as a token of your acceptance.

Yours sincerely,

I accept the terms and conditions of this letter.

A handwritten signature in black ink, appearing to read "Sharmeen Khalid", is written over a light blue horizontal line.

Sharmeen Khalid
Chief Human Resources Officer
Info Edge India Ltd



Corporate Office : B-8, Sector - 132, Noida - 201301, Tel.: 0120 - 3082000, Fax: 0120-3082095 EMAIL: webmaster@naukri.com URL: <http://www.infoedge.in> CIN No: L74899DL1995PLC068021

Regd. Office : Ground Floor, 12A, 94, Meghdoot, Nclau Place, New Delhi-110019

ANNEXURE

Name : Tushar Chhimpa		Designation : SDET	
Location : Noida B-8		Band : B2-C	
Entitlement	Per Month₹	Per Annum₹	
Basic Salary	32,072.00	384,864.00	
House Rent Allowance (HRA)	16,036.00	192,432.00	
Special Allowance	21,363.00	256,356.00	
Sub Total 1	69,471.00	833,652.00	
Company's Contribution to PF	1,800.00	21,600.00	
Sub Total 2	71,271.00	855,252.00	
Annual Entitlement			
Leave Travel Allowance (LTA) *		30,000.00	
Group Mediclaim Insurance **		14,750.00	
Gratuity (Estimated) ***		18,512.00	
Sub Total 3		63,262.00	
Gross Annual Fixed (Grand Total)		918,514.00	
Annual Technology Bonus#		100000	
Total Cost to Company ^^^ (at 100% payout)		1,018,514.00	

^^^Total Cost to Company :

Total Cost to Company is a total of Gross Annual Fixed and Annual Variable Pay/Annual Management Bonus/ Annual Tech Bonus at 100% payout as per the figure mentioned above .

****Group Medical & Accidental Insurance :**

You will be entitled to Medical & Accidental Insurance as per the company policy.

*****Gratuity :**

You are entitled to retiral benefit of gratuity as per provisions of "Payment of Gratuity Act 1972" The amount indicated is equivalent to 15 days Basic Salary on a base of 26 days in a month, for every completed year as part thereof in excess of Six months. The payment shall be contingent upon continuous Service of 5 years with the company. As per the act, the gratuity payable at the end of service shall not exceed twenty lakh rupees.

Following statutory deduction will be made from your monthly salary (apart from PF Deduction) to comply with different State & Central Acts :

- Income Tax will be deducted as per slabs specified in IT Act.
- Professional Tax and Labour welfare fund (LWF) will be deducted from your monthly salary if it's applicable in the state in which you are working.
- ESI will be deducted, if you gross salary does not exceeds the limit specified in ESI Act for ESI Coverage.



***Leave Travel Allowance :**

LTA would be non-taxable if claimed as per Income Tax rules. Incase you do not want to utilize this allowance, you can declare on the payroll portal at the beginning of the financial year, for payout of LTA on pro rata basis with the monthly payroll, after deduction of appropriate taxes.

#Annual Technology Bonus :

The indicative range of Annual Technology Bonus at your band is Rs.0/- to Rs.100000 /-. Please note:

- Technology bonus will be paid along with Annual Appraisal Cycle and will be prorated as per Date of Joining.
- This is not guaranteed component of your compensation and that actual pay out shall be calculated based on parameters as fixed for measuring individual, Department and Company performance.
- To be eligible for the above mentioned component for a given evaluation period, you need to be on the rolls of the company at the time of pay put of the bonus component.
- The Technology Bonus scheme may be revised from time to time.



Corporate Office : B-8, Sector - 132, Noida - 201301, Tel : 0120 - 3082000, Fax : 0120-3082095 EMAIL :
webmaster@naukri.com URL : <http://www.infoedge.in> CIN No : L74899DL1995PE068021
Regd. Office : Ground Floor, 12A, 94, Meghlot, Nehru Place, New Delhi-110019



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Pre Placement Interview Results - Infosys

Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Sat, Feb 25, 2023 at 5:30 PM

To: Ruchi Seth <ruchi.seth@jecrcu.edu.in>, "Dr. Poonam hariyani" <poonam.hariyani@jecrcu.edu.in>

Cc: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>

----- Forwarded message -----

From: **Director HR Jecrc** <directorhr@jecrc.ac.in>

Date: Thu, Feb 23, 2023 at 10:15 PM

Subject: Fwd: Pre Placement Interview Results - Infosys

To: <aditi.khullar@jecrcu.edu.in>, Vinayak Gupta <vinayakgupta.hr@jecrcu.edu.in>, Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>

Prof. Mukht Bihari (B.I.T.S., Pilani Alumnus)

Director-HR

JECRC Foundation

Email: directorhr@jecrc.ac.in | Site: www.jecrcfoundation.com | M: +91 9982682915

Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sangar Sadar Thana Tonk Road 302022 Rajasthan India

----- Forwarded message -----

From: **Ajinkya Wagh** <ajinkya.wagh@infosys.com>

Date: Wed, Aug 4, 2021 at 3:18 PM

Subject: Pre Placement Interview Results - Infosys

To: Director HR Jecrc <directorhr@jecrc.ac.in>

Cc: Sudhir Kumar Mishra <Sudhir_Mishra01@infosys.com>, Anivesh Joshi <anivesh.joshi@infosys.com>, Manish Singh <manish.singh41@infosys.com>

Dear Professor,

Hope you and your loved ones are doing well.

We are happy to share the list of students from your institute who have cleared the pre-placement interviews that were conducted based on a student's performance. Please refer to the attached excel sheet for the list.

These students have been offered one of the three entry-level roles at Infosys: Systems Engineer (SE)/ Digital Specialist Engineer (DSE)/ Specialist Programmer (SP).

Students who have been offered Specialist Programmer role will not be considered for Power Programmer/Digital Specialist Engineer Campus event which is going to be held on 8th & 9th August as they have already received the top role on offer.

We will share the results for the Digital Specialist Engineer (DSE) and Specialist Programmer (SP) roles with the students on 5th August. Kindly let us know by end of day, in case there are any reservations with the release of offer communication.

This list is inclusive of students who might have appeared in the PPI for a higher role (SP/DSE) but were offered a role that is at par with the assessment of their skills during the interview.

The results of HackWithInfy 2021 – Finalists, will be declared on the Grand Finale scheduled on 23rd August, 2021

Please note, this is a conditional job offer subject to background verification of the candidate.

For any queries, please reach out to me.

We look forward to your continued support.

Best regards,
Ajinkya Wagh
Talent Acquisition
Infosys



Candidate Name	Email Id	Offer Status	Source
Bhavika Jain	bhavikajain.cse22@jecrc.ac.in	DSE	HWI
Arushi Jain	arushijain.it22@jecrc.ac.in	DSE	HWI
Rohan Dhar	rohandhar1234@gmail.com	DSE	HWI
Arin Mangal	arinmangal.cse22@jecrc.ac.in	DSE	HWI
Agam Jain	agamjain.2cse22@jecrc.ac.in	DSE	HWI
Aman Dokania	amandokania.it22@jecrc.ac.in	DSE	HWI
anuj jain	anujjain5699@gmail.com	DSE	HWI
Prashant Malav	prashantmalav.cse22@jecrc.ac.in	SE	HWI
Prajwal Gidwani	prajjwalgidwani.it22@jecrc.ac.in	DSE	HWI
Mehul Jain	mehuljain.cse22@jecrc.ac.in	SE	HWI + InfyTQ
Atul Sisodiya	atulsisodiya.cse22@jecrc.ac.in	SE	HWI + InfyTQ
Aman Chaurasia	amanchaurasia.cse22@jecrc.ac.in	DSE	HWI + InfyTQ
Abhinav Gupta	abhinav.18bcon699@jecrcu.edu.in	SE	HWI
Wasim A Parsani	wasim.18bcon457@jecrcu.edu.in	SE	HWI
Ajay Kumar	2953gadhwat@gmail.com	SE	HWI
Anshul Lokwani	lokwan99anshul@gmail.com	DSE	HWI
Nishtha Garg	nisthagarg.cse22@jecrc.ac.in	PP	HWI
Riddhi Jain	riddhi.ten.jain@gmail.com	PP	HWI
Shubham Kumar	shubham8969305655@gmail.com	PP	HWI
Aditya Tiwari	taditya4102@gmail.com	SE	HWI

College Name - Interview data
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
Jaipur Engineering College and Research Centre
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Jaipur Engineering College and Research Centre
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Infosys®
Navigate your next

HRD/COV/1004304930/21-22

July 7, 2022

Mr. Prateek Khandelwal
482, Hathras
Churn Wali Gali,
Hathras - 204101
Uttar Pradesh
India
Ph: (91) 78954 39553

Dear Prateek,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,

RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1901PLC2003113
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T: 91 80 2852 0251
F: 91 80 2852 0362
enkus@infosys.com
www.infosys.com

Company Confidential - This communication is confidential between you and Infosys Limited.

1/8

Infosys®
Navigate your next

HRD/NOBA/1004304930

July 7, 2022

Mr. Prateek Khandelwal
482, Hathras
Churn Wali Gali,
Hathras - 204101
Uttar Pradesh
India
Ph: (91) 78954 39553

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background is a PDF.

Congratulations! We are delighted to make you an offer as **Specialist Programmer** and your role is **Specialist Programmer**.

Here are the terms and conditions of our offer:

Joining date

Your scheduled date of employment with us will be **July 21, 2022**.





HRD/COV/1004304941/21-22

July 7, 2022

Mr. Saurabh Sharma
A-39 ,chitrakut nagar,
sanganer road bhilwara
Bhilwara - 311001
Rajasthan
India
Ph: (91) 75979 75235

Dear Saurabh,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,



RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

HRD/NOBA/1004304941

July 7, 2022

Mr. Saurabh Sharma
A-39 ,chitrakut nagar,
sanganer road bhilwara
Bhilwara - 311001
Rajasthan
India
Ph: (91) 75979 75235

Dear Saurabh,

Congratulations! We are delighted to make you an offer as **Specialist Programmer** and your role is **Specialist Programmer**.

Here are the terms and conditions of our offer:

Joining date

Your scheduled date of employment with us will be **July 21, 2022**.

Location

Your location for employment is **Mysore, India**.

You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*



Probation and confirmation

You will be on probation for a period of six months from the date of joining us. On successful completion of your probation, you will be confirmed as a permanent employee of Infosys Limited. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet at Annexure – III.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for **15** working days of leave annually, during probation. On confirmation, you will be eligible for **20** working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the financial year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Compensation and Benefits

Salary

Your Fixed Gross Salary will be **INR 67,293** per month and Total Gross Salary inclusive of Performance Bonus (at an indicative payment of 100%) will be **INR 79,168** per month. The break-up of your salary has been provided in the Compensation Details sheet at Annexure – I

Performance Bonus

You will be eligible to participate in the Company's discretionary Bonus Plan. Your maximum Performance Bonus (at a payment of 100%) is **INR 11,875** per month. This payment of your Bonus can vary from 0% to 100% depending on individual, group and Company performance.

Guaranteed Performance Bonus

For the first six (6) months of your employment with Infosys, you will be paid **50%** of your on-target Performance Bonus as Guaranteed Bonus. Performance Bonus is inclusive of, and not in addition to Guaranteed Bonus. The Bonus Plan which has been attached provides all the details. The break-up of your compensation has been provided in the Compensation Details sheet at Annexure – I



Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure – I of this letter. The mode of payment for Financial Year 2022-23 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans.

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure – III for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 10,200,000** of which **INR 5,200,000** is covered towards natural death, and **INR 5,000,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 350**.

The details of the Scheme would be available to you when you join the Company.

Notice period

During probation, your services can be terminated with one month's notice or salary thereof by either parties. On confirmation, you will be required to give three months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months' notice or salary thereof.



Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure II).



This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,



RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your name Location

Enclosures: Non-Compete Agreement (Annexure II)
 Bonus Plan (Annexure IV)
 Information Sheet (Annexure III)

ANNEXURE –I

COMPENSATION DETAILS (All figures in INR. per month)	
NAME	Mr. Saurabh Sharma
ROLE	Specialist Programmer
ROLE DESIGNATION	Specialist Programmer
1. MONTHLY COMPONENTS	
BASIC SALARY	33,650
BASKET OF ALLOWANCES	21,256
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	6,393
MONTHLY GROSS SALARY	61,299

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	337

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	4,038
GRATUITY - 4.81% of Basic Salary *	1,619
FIXED GROSS SALARY (1+2+3)	67,293

4. PERFORMANCE BONUS	At an indicative Payout of 50%	At an indicative Payout of 100%
Performance Bonus	5,937	11,875
TOTAL GROSS SALARY (Inclusive of Performance Bonus)	73,230	79,168

OTHER BENEFITS				
Scheme	Eligible Amount in INR.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SOFT LOAN	Fifty Thousand (Without Security)	@ 5%	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.				
* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				



ANNEXURE II

NON-COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following: -

(1) I am accepting employment with Infosys Limited (“Infosys”). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Infosys Limited.

(2) I am required, on behalf of Infosys, to provide services to, or solicit business from, various clients of Infosys for whom I performed services as a Company employee (each such client hereinafter referred to as a “Customer”).

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Infosys for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Infosys;

b. accept any offer of employment from a Named Competitor of Infosys, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Infosys.

For the purposes of this Non-Compete Agreement, “Named Competitor” shall mean the following entities and their wholly owned subsidiaries:-

- i. Tata Consultancy Services Limited
- ii. Accenture Limited
- iii. International Business Machines Corporation
- iv. Cognizant Technology Solutions Corporation
- v. Wipro Limited

Place: _____ Employee Signature: _____

Date: _____ Employee Name : **Mr. Saurabh Sharma**

Acknowledged by Infosys Limited:





HRD/COV/1003228982/21-22

July 7, 2022

Mr. Shubham Kumar
Tutwari Chowk Road
Flat 203
Gaya - 823001
Bihar
India
Ph: (91) 62032 12133

Dear Shubham,

Welcome to Infosys!

Today, the corporate landscape is dynamic and the world ahead is full of possibilities! None of the amazing things we do at Infosys would be possible without an equally amazing culture, the environment where ideas can flourish and where you are empowered to move forward as far as your ideas will take you.

At Infosys, we assure that your career will never stand still, we will inspire you to build what's next and we will navigate further, together. Our journey of learnability, values and trusted relationships with our clients continue to be the cornerstones of our organization and these values are upheld only because of our people.

We look forward to working with you and wish you success in your career with us.

Warm regards,



RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

INFOSYS LIMITED
CIN: L85110KA1981PLC013115
44, Infosys Avenue
Electronics City, Hosur Road
Bangalore 560 100, India
T 91 80 2852 0261
F 91 80 2852 0362
askus@infosys.com
www.infosys.com

HRD/NOBA/1003228982

July 7, 2022

Mr. Shubham Kumar
Tutwari Chowk Road
Flat 203
Gaya - 823001
Bihar
India
Ph: (91) 62032 12133

Dear Shubham,

Congratulations! We are delighted to make you an offer as **Specialist Programmer** and your role is **Specialist Programmer**.

Here are the terms and conditions of our offer:

Joining date

Your scheduled date of employment with us will be **July 21, 2022**.

Location

Your location for employment is **Mysore, India**.

You may be asked to relocate to any of our units, departments or the offices of our affiliates* and/or the offices of our customers, depending on business requirements. In such an event, your remuneration and other benefits shall be determined in accordance with the relevant Policies of the Company in that work location.

Please be advised that you, by accepting this offer, hereby give your irrevocable consent to the above.

** For the purpose of this agreement, "affiliate" means any entity that controls, is controlled by, or is under common control with the First Party. For purposes of this Agreement, "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.*



Probation and confirmation

You will be on probation for a period of six months from the date of joining us. On successful completion of your probation, you will be confirmed as a permanent employee of Infosys Limited. Your confirmation is also subject to your submitting the documents required by the Company, details of which are enclosed in the Information Sheet at Annexure – III.

Leave

You are entitled to Earned Leave, right from your date of joining. You will be eligible for **15** working days of leave annually, during probation. On confirmation, you will be eligible for **20** working days of leave annually.

Leave is credited on a quarterly basis. The leave eligibility shall begin in the quarter of your joining the Company, on a pro-rata basis. Leave year is the calendar year and not the financial year.

An illustration with other relevant information have been given in the Information Sheet. The Company's Policies also provide for Maternity, Paternity and Bereavement Leave. Further details will be provided to you at the time of joining.

Compensation and Benefits

Salary

Your Fixed Gross Salary will be **INR 67,293** per month and Total Gross Salary inclusive of Performance Bonus (at an indicative payment of 100%) will be **INR 79,168** per month. The break-up of your salary has been provided in the Compensation Details sheet at Annexure – I

Performance Bonus

You will be eligible to participate in the Company's discretionary Bonus Plan. Your maximum Performance Bonus (at a payment of 100%) is **INR 11,875** per month. This payment of your Bonus can vary from 0% to 100% depending on individual, group and Company performance.

Guaranteed Performance Bonus

For the first six (6) months of your employment with Infosys, you will be paid **50%** of your on-target Performance Bonus as Guaranteed Bonus. Performance Bonus is inclusive of, and not in addition to Guaranteed Bonus. The Bonus Plan which has been attached provides all the details. The break-up of your compensation has been provided in the Compensation Details sheet at Annexure – I



Ex - Gratia / Bonus

You will be eligible for an Ex - Gratia/ Bonus payout which is calculated at 20% of the Basic Salary as mentioned in the Compensation Details sheet at Annexure – I of this letter. The mode of payment for Financial Year 2022-23 will be as follows:

95% of the bonus amount mentioned in the Compensation Details sheet will be paid out on a monthly basis. The balance amount will be paid out in the end of the financial year.

Basket of Allowances (BOA)

The Basket of Allowances will be paid to you as part of your salary every month.

You will have the flexibility of choosing the components and amounts under such components as per the options provided to you on the Company intranet, based on your preferences and income tax plans.

National Pension Scheme

We offer all our India based employees the option to contribute towards the National Pension Scheme. This is an optional retirement benefit introduced by the Government of India for all its citizens. It enables accumulation of retirement corpus during active employment with add-on tax breaks. Please refer to the Information Sheet at Annexure – III for more details.

Insurance

You will be eligible to participate in a Group Health Insurance Scheme. You may choose to enhance the coverage with other participatory optional health insurance plans (Platinum, Gold and Silver). You will be covered by default under the Standard Plan which provides you and your family (your spouse and two children up to the age of 22 years) with a cover of **INR 500,000** per annum.

You will be covered under the Group Life Insurance Scheme, managed by Infosys Welfare Trust which provides you with a total Life Insurance cover of **INR 10,200,000** of which **INR 5,200,000** is covered towards natural death, and **INR 5,000,000** towards an accidental death. All employees become members of Infosys Welfare Trust, by one-time payment of **INR 250** and fixed monthly contribution of **INR 350**.

The details of the Scheme would be available to you when you join the Company.

Notice period

During probation, your services can be terminated with one month's notice or salary thereof by either parties. On confirmation, you will be required to give three months' notice or salary thereof in case you decide to leave our services, subject to the Company's discretion. Where circumstances make it necessary, the Company will have the discretion to relieve you only at the end of the three months' notice period. Similarly, the Company can terminate your services by giving three months' notice or salary thereof.



Background checks

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience if any, and to conduct any criminal checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in "Offer Annexure for India".

If you fail to submit the necessary documents as required by the Company within the specified time period or if the Company is not satisfied, with the outcome of the background checks, the Company, in its sole discretion, reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your employment.

When a background check raises any concerns regarding any of the details furnished by you and the Company feels the need to further validate such facts, the Company may at its sole discretion, ask you for further information, to substantiate the details that you have earlier provided to the Company, before initiating appropriate action.

Please note that Infosys requires you to furnish a copy of your passport at the time of joining. If you are unable to do so, the Company will initiate a criminal background check.

Other terms and conditions

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization / entity engaged in any form of business activity without the consent of Infosys. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

You hereby acknowledge and agree to abide by all internal Policies of the Company, which you will be able to access, upon joining, on the intranet 'Sparsh'. These Policies cover various human resources and administrative topics and procedures. The Company reserves the right to change these Policies at any time in its absolute discretion.

Based on the nature of your work and business requirements, you may be required to work on rotational shifts. If you are required to work on rotational shifts, you will be duly intimated of the change in your shift timings. During rotational shifts, you will continue to be bound by the provisions of the working hour policy of the Company. If the rotational shifts require you to work night shifts, the policy on night shift allowance of the Company (if in force) will be made applicable to you.

You shall be required to sign certain mandatory agreements, including but not limited to the Confidentiality, Intellectual Property Rights, the Code of Business Conduct and Ethics and your employment shall be governed by all the rules and regulations, as amended from time to time, of the Company as applicable to your employment with us. This offer is also conditional upon your acceptance and execution of the Non-Compete Agreement (Annexure II).



This offer of employment constitutes the entire agreement between you and the Company regarding the terms of your employment and it is the complete, final, and exclusive embodiment of your agreement with regard to this subject matter and supersedes any other promises, warranties, representations or agreements, whether written or oral. It is entered into without reliance on any promise or representation other than those expressly contained herein, and it cannot be modified or amended except in writing signed by an authorized officer of the Company.

If any of the terms or conditions of this offer are found to be illegal or unenforceable, such terms shall be treated as severable from the rest of the terms and conditions of this offer and the remaining terms and conditions shall continue in force.

This agreement shall be governed by the laws of India and you hereby agree to the exclusive jurisdiction of the courts in Bangalore, India.

As a token of your acceptance of this offer, please bring a duly signed duplicate copies of the letter and all the accompanying annexures, on the date of joining.

We welcome you to the Infosys family and wish you a rewarding career over the years to come.

Yours sincerely,



RICHARD LOBO
EVP and Head Human Resources – Infosys Limited

I have read, understood and agree to the terms and conditions as set forth in this offer letter.

Date: _____, 20____

Sign your name

Print your name Location

Enclosures: Non-Compete Agreement (Annexure II)
 Bonus Plan (Annexure IV)
 Information Sheet (Annexure III)

ANNEXURE –I

COMPENSATION DETAILS (All figures in INR. per month)	
NAME	Mr. Shubham Kumar
ROLE	Specialist Programmer
ROLE DESIGNATION	Specialist Programmer
1. MONTHLY COMPONENTS	
BASIC SALARY	33,650
BASKET OF ALLOWANCES	21,256
BONUS / EX-GRATIA (95% of the eligible amount (20% of Basic Salary) being paid out on a monthly basis)	6,393
MONTHLY GROSS SALARY	61,299

2. ANNUAL COMPONENT	
BONUS / EX-GRATIA - (Balance 5% will be paid out in the end of the financial year after adjusting the advance (95%) paid out on a monthly basis)	337

3. RETIRAL BENEFITS	
PROVIDENT FUND - 12% of Basic Salary	4,038
GRATUITY - 4.81% of Basic Salary *	1,619
FIXED GROSS SALARY (1+2+3)	67,293

4. PERFORMANCE BONUS	At an indicative Payout of 50%	At an indicative Payout of 100%
Performance Bonus	5,937	11,875
TOTAL GROSS SALARY (Inclusive of Performance Bonus)	73,230	79,168

OTHER BENEFITS				
Scheme	Eligible Amount in INR.	Interest	Monthly Instalments	Margin Money (To be borne by the employee)
SOFT LOAN	Fifty Thousand (Without Security)	@ 5%	12	Nil
All the above benefits are as per Company's policies, which are subject to change from time to time. The disbursement of any loan / loan allowance is subject to the fulfilment of all criteria defined for the same to the satisfaction of the Company as per the relevant loan / loan allowance policy at that time.				
* The gratuity amount set out above is an approximation. Your eligibility and the final pay out of any Gratuity amounts will be determined in strict accordance with the provisions of the Payment of Gratuity Act				



ANNEXURE II

NON-COMPETE AGREEMENT

I, _____ do hereby acknowledge and confirm the following: -

(1) I am accepting employment with Infosys Limited ("Infosys"). Now, as per the presents below, I agree to the following terms herein, and acknowledge that this is a material condition of my employment with Infosys Limited.

(2) I am required, on behalf of Infosys, to provide services to, or solicit business from, various clients of Infosys for whom I performed services as a Company employee (each such client hereinafter referred to as a "Customer").

(3) In consideration of the above, I agree that for a period of six (6) months following the termination of my employment with Infosys for any reason, I will not:

a. accept any offer of employment from any Customer, where I had worked in a professional capacity with that Customer in the twelve (12) months immediately preceding the termination of my employment with Infosys;

b. accept any offer of employment from a Named Competitor of Infosys, if my employment with such Named Competitor would involve me having to work with a Customer with whom I had worked in the twelve (12) months immediately preceding the termination of my employment with Infosys.

For the purposes of this Non-Compete Agreement, "Named Competitor" shall mean the following entities and their wholly owned subsidiaries:-

- i. Tata Consultancy Services Limited
- ii. Accenture Limited
- iii. International Business Machines Corporation
- iv. Cognizant Technology Solutions Corporation
- v. Wipro Limited

Place: _____ Employee Signature: _____

Date: _____ Employee Name : **Mr. Shubham Kumar**

Acknowledged by Infosys Limited:



IKEA/FY22/RTIN/GGN

19th August 2022

Deeksha Daga

Sub: Offer Letter

This is with reference to our several discussions; we are pleased to offer you the position of **Junior Cyber Engineer** at INGKA Services LLP - Bangalore. Your Gross salary of **INR 88,587** (Eighty Eight Thousand Five Hundred & Eighty Seven Only) **per month** which is equivalent to an **Annual CTC of INR 12,02,657** as per attachment. You will be additionally entitled to Medical Benefits as detailed, and other benefits as per the Company Policy. Your next salary review will be due in January 2024 at the discretion of Management.

After receiving your acceptance of the above, a formal letter of Appointment will be given to you on the first day of your joining IKEA. We seek your confirmation on this offer till 25th August 2022 or else it is deemed void.

This offer is valid with the condition that your Background Verification is positive.

Yours sincerely,

For INGKA Services LLP.

Divya

Digitally signed by Divya
Date: 2022.08.23 14:18:45
+05'30'

Divya Kumar

Authorized Signatory

I hereby accept this offer as a _____ on the terms and conditions stipulated in this letter and confirm to join IKEA from _____.

Date.....

(Signature)

Annexure:

Compensation Layout

Name	Deeksha Daga
Designation	Junior Cyber Engineer
Department	Group Digital
Location	Bangalore

Annexure I - Compensation Details

	Components	Monthly (INR)	Annual Component (INR)
A	Basic Salary	35,435	425,217
B	HRA	17,717	212,609
C	LTA (Paid Annually)	2,953	35,435
D	Conveyance Allowance	10,000	120,000
E	Special Allowance	22,482	269,783
F	Annual Guaranteed Cash** (AGC = A+B+C+D+E)	88,587	1,063,044
G	One IKEA Bonus*** (on 102% target achievement)	Annual Component	88,587
H	Total Annual Cash (F+G)	88,587	1,151,630
I	Employer's contribution to PF	4,252	51,026
J	Cost to Company (CTC = H+I)	92,839	1,202,657

****Annual Guaranteed Cash is Gross. Statutory deductions (PF, Professional Tax, ESIC etc.) and tax will be deducted from Gross AGC, as applicable.**

***** Our Annual Bonus programme is called One IKEA Bonus (OIB). The actual amount of OIB payout will be determined under the terms of the One IKEA Bonus global policy and may vary depending on the company's performance. The bonus is payable annually and is contingent on you being employed with the company on or before 5th March of a year. The amount specified above is on achieving 102% performance target**

Note: IKEA at its sole discretion, alter, amend or discontinue any of these benefits at anytime to comply with statutory provisions.

LETTER OF APPOINTMENT ON FIXED TERM EMPLOYMENT CONTRACT

Dear Ms Ridhika Gupta

Date: 23 May 2022

Offer ID: JAI23052022299459

Employee ID: 202227711

We are pleased to offer you an employment in our organization Innovsource Services Private Limited , as PDM - 1 for a fixed period of employment ("Contract"), on the following terms and conditions.

1. The term of your fixed term employment contract shall be valid from **20 May 2022** to **19 May 2023**. Notwithstanding this, in the event of the project/work/deputation for which you are being employed terminates before the aforementioned period, this Contract shall be co-terminus with the project/work. This is as per the terms laid out in the Appointment Letter. You shall at no point in time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against our Clients. Your continuance in employment is subject to you remaining physically and mentally fit. As and when required, the Management may require you to subject yourself to a medical examination by a physician of the choice of the Management.
2. You shall report to work on 20 May 2022 at 09.30 AM at Jaipur. After the joining formalities are completed, you shall be informed about your place of posting.
3. Details of your salary break-up with components are as per the Enclosure attached herewith.
4. This contract shall be terminable by either party giving one **month's** notice in writing or gross salary in lieu of notice, to the other party
5. During your services with us, you will be posted to work at the **Client's** office/ premises at any of their locations, either onsite within India or offshore.
6. You will abide by the rules & regulations of the **Client's** office wherever you are posted and will be eligible for leave with salary and holidays as per local statute.
7. Your fixed term employment contract with us will automatically come to an end on **19 May 2023** (after close of office hours) unless specifically renewed further.
8. The age of retirement on superannuation in our Company is 58 years.
9. A woman employee will be covered under the provisions of the Maternity Benefit Act 1962 and its amendments thereto. In case of any clarification required, you may get in touch with our HR department.
10. Effective from the date of your resignation, you will not be eligible for any Variable Pay /Incentive / Special pay-outs which the Company may declare and pay on or after the said date or any other variable pay-outs which the Company may have declared / agreed prior to the date of your resignation, although the same may be for the period when you were in the services of the Company. In the event of your service being terminated by the Company for whatsoever reasons, you will not be entitled to receive any Variable Pay-outs / Incentive / Special pay-outs etc.

In addition, to the terms of appointment mentioned above, you will also be governed by the standard fixed term employment contract rules of the Company, which are attached along with this letter. The combined rules and procedures as contained in this letter and the enclosure will constitute the standard fixed term employment contract

rules and you are required to read both of them in conjunction. Your net salary / reimbursement amount due, if any, shall be credited to your savings bank account opened for this purpose.

Wishing you the very best in your assignment with us and as a token of your understanding and acceptance of the standard terms of fixed term employment contract, you are requested to sign the duplicate copy of this letter and return the same to us within a day.

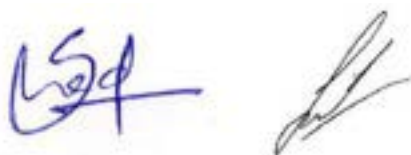
With warm regards,
yours truly

**For Innovsource Services Private
Limited**

Acceptance

I have received the Work Assignment Letter and agree to the terms
and conditions contained thereto

Ms Ridhika Gupta



Authorised Signatory Authorised Signatory

(Signature & Date)

Enclosures: - (i) Compensation sheet; (ii) Standard Terms of Employment

COMPENSATION SHEET

Dear Ms Ridhika Gupta

Date: 23 May 2022

Ref:

Offer ID: JAI23052022299459

Employee ID: 202227711

GROSS SALARY		STATUTORY BENEFITS	
Basic + DA	Rs. 12100/-	PF Employer	Rs. 1464/-
HRA	Rs. 3300/-	PF Admin	Rs. 61/-
Other Allowances	Rs. 100/-	ESIC Employer	Rs. 504/-
		EDLI Employer	Rs. 61/-
		MediclaimePremium	Rs. 30/-
		FixedGroupAccidentInsurance	Rs. 6/-
GROSS SALARY	Rs. 15500/-	STATUTORY TOTAL	Rs. 2126/-
PF Employee	Rs. 1464/-		
ESIC Employee	Rs. 117/-		
Professional Tax	Rs. 0/-		
NET SALARY	Rs. 13919/-	COST TO COMPANY (Gross + Statutory Benefits)	Rs. 17626/-

Note: You will be paid a one-time bonus amount of Rs. 1500/- as joining bonus along with your 1st month salary. Please note that this one time joining bonus will be payable only if you continue to remain in active service (i.e should not have tendered your resignation or stopped reporting to work with/without notice) with us when the said joining bonus is being disbursed.

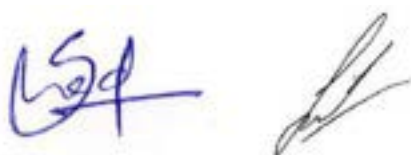
With warm regards,
yours truly

For Innovsource Services Private Limited

Acceptance

I have received the Work Assignment Letter and agree to the terms and conditions contained thereto

Ms Ridhika Gupta



Authorised Signatory Authorised Signatory

(Signature & Date)

Enclosures: - (i) Compensation sheet; (ii) Standard Terms of Employment

STANDARD TERMS OF EMPLOYMENT

1. VALIDITY TERM OF FIXED TERM EMPLOYMENT CONTRACT:

- 1.1. Notwithstanding anything above, depending upon the aforementioned project/work/deputation, the Company reserves its right to extend/renew your fixed term employment contract for such duration as may be necessary depending upon the exigencies related to the work for which you are hereby engaged. In that event, the Company shall in writing extend/renew your fixed term employment contract on the terms as may be indicated in writing and in the event of your acceptance of such an extension/renewal of the assignment; you shall be governed by such terms and conditions as maybe indicated therein.
- 1.2. It is specifically understood by you that during the term of your fixed term employment contract, you shall neither seek nor accept to be employed, engaged, hired by or in any manner whatsoever, render services to any third party either in India or abroad whether on deputation or otherwise. This obligation shall be binding on you irrespective of the said third party being engaged in a similar business as the Company or otherwise.
- 1.3. You shall be required to complete the joining formalities as per the list enclosed. These formalities are required as a part of compliance. You should therefore complete the said formalities immediately but not later than 10 days from the date of joining the service. You may please note that in the event you fail to complete the formalities within the stipulated time the Company may be constrained to terminate the fixed term employment contract. Further the salary payable to you will be adjusted towards your pending dues. We expect you not to place yourself in such a situation.
- 1.4. Your appointment is being made on the basis of particulars provided by you such as qualifications, date of birth etc. as given in your application for fixed term employment contract and in case any information given by you is found false or incorrect, your appointment will be deemed void and liable for termination without notice.
- 1.5. In case there is any change in your residential address, you will intimate the same in writing to us within three days from the date of such a change and get this change of address updated in our records.

2. COMPENSATION:

- 2.1. You will be covered under the provision of the **Employees'** Provident Fund and Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948, Payment of Bonus Act 1965, Payment of Gratuity Act 1972 & other statutes which are in force from time to time.
- 2.2. You will be covered under a Group Accident Insurance Scheme and Mediclaim as applicable to you as detailed in the enclosure attached.
- 2.3. In addition to the Monthly Salary, you will not be entitled to any other perquisites/allowances unless given to you in writing. Salary would be paid on or before 10th of the subsequent month and credited only in your bank account. Any discrepancy in the salary received needs to be reported to our nearest branch within 7 days of receipt of salary after which, it will be deemed to be correct and any further claims will not be entertained. TDS will be deducted at higher rate as per Income Tax Act, in case PAN number along with proof is not provided to the nearest **Innov** Branch within 7 days of joining. Any salary which has not been claimed for 3 years from when it is due, will be paid to the Labour Welfare Fund as per Labour Welfare Fund Act.

3. Recovery from Full & Final Settlement:

- 3.1. At the time of cessation of services either by you or the Company or upon the lapse of the term of fixed term employment contract, if there are any dues owed by you to the Company, the same shall be adjusted against any amount due to you by the Company on account of salary, bonus or any other payment owed to you under the terms of your fixed term employment contract.

4. DISCRETION:

- 4.1. Your fixed term employment contract is subject to you being certified medically fit by a registered medical practitioner.
- 4.2. During the period of this fixed term employment contract, you will be posted at the sole discretion of the Company to any of the **Company's** clients to do work pertaining to or incidental to such **Client's** business. Any change in your place of posting will be communicated to you by way of a letter from the Company, and this will be effective from the date mentioned in such a letter.
- 4.3. During the tenure of the service, you will continue to be an employee of the Company and your compensation and applicable allowances shall be payable only by the Company. In no way you will have any Employer-Employee relationship with our client. In this regard, you shall not be entitled to receive any payments, either as fees, expenses, reimbursement or such other allowance, directly from the Client to whose site you may be posted.

5. RULES/POLICIES OF THE CLIENT:

- 5.1. In day-to-day functioning or carrying out your responsibilities and duties, you will receive instructions and will undertake to abide by any suggestions, etc. given by any assigned person(s).
- 5.2. We always believe in enhancing the skills of our employees so that they can deliver better results and improve productivity. The training programs are financed by us and hence it becomes mandatory for you to attend such programs, wherein you have been nominated. Any contravention to this may attract penal action as per statutes applicable to you.
- 5.3. **You shall be bound to follow the working hours and rules & regulations of the Client's organization.**

6. NON - DISCLOSURE:

- 6.1. You shall take care not to disclose or divulge confidential information/trade secrets, etc. belonging either to the Company or to the Client, that you may come across in the course of your responsibilities either to the Company and/or to the Client or to anyone outside the **Client's** organization and you shall use such confidential information only in connection with the services provided by you to such Client.
- 6.2. Further, you shall not utilize any Confidential Information acquired in consequence of your fixed term employment contract for your benefit or for the benefit of any third party other than the Company or its Client who has disclosed such Confidential Information or for whom you have created the Confidential Information.

7. ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS:

- 7.1. You are employed by the Company on the express understanding that all services provided by you whether at the Company site(s) or on deputation, are being done on behalf of the Company or its clients. Consequently, any and all intellectual property rights (including but not limited to patents, copyrights, trademarks, etc.) arising therein shall be owned exclusively by the Company or its clients to whom you may be providing the services on deputation. In this regard, it shall be deemed that you have provided your consent for the assignment of any and all intellectual property rights developed either solely by you or jointly with the Company or its clients exclusively and solely either in favour of the Company or its clients and you shall do all as may be necessary to ensure that the ownership of all such intellectual property rights vests solely with the Company or its clients, as the case may be.

8. LIABILITY:

- 8.1. You shall at no point of time make any claim or assert any right to employment, damage, loss or compensation of any sort whatsoever against the Client. This arrangement of deputation is purely a contractual agreement between the Company and the Client for the time specified.
- 8.2. Further upon the lapse of the term of your fixed term employment contract with the Company or earlier termination thereof, you shall have no right or claim against the Company for continued employment and in this regard, the Company does not guarantee or warrant any continued employment after the term of fixed term employment contract or earlier termination thereof.
- 8.3. You shall not engage in any act subversive of discipline in the course of your duty/duties for the Client either within the **Client's** organization or outside it, and if you were at any time found indulging in such act/s, the Company shall reserve the right to initiate disciplinary action as per the statute.

9. INDEMNITY:

- 9.1 You shall be responsible for protecting property of the Client entrusted to you in the due discharge of your duties and you shall indemnify the Client if there is a loss of any kind to the said property.

All other terms and conditions of your fixed term employment contract remain unchanged.

We are a rapidly growing Company that can provide opportunities to individuals with talent who are committed to reaching our corporate goals. The Company provides a work environment that inspires creativity, outstanding client service, attention to detail and personal advancement. This is the kind of work environment that brings the best in our employees and in turn brings the best in our Clients. We welcome your experience and skills to our team and expect your effort and talent to be a part of our growth and success.

You are requested to provide the following documents as mentioned in (1.3), within 10 days of your reporting, to **duty at our Client's site.**

- Aadhar card for proof of identity, proof of date of birth and proof of address.

- Educational certificates

-ESI declaration in Form 1, PF nomination in Form 2 and Gratuity Nomination in "Form F"

-PAN Card, Bank A/C details with proof (cancelled cheque)

- Six passport size photographs

- Experience certificates and relieving letter from your previous employer (if applicable).

- Proof of your last drawn salary (if applicable)

- 10.3 Providing your Aadhar card details will be helpful to you to claim/avail PF and ESIC benefits, under the Act, in future.

You can reach us through (1) Call on Toll Free No. 1800-22-4456 (2) Email to ar@innov.in or (3) WhatsApp on 9930346641.

We request you to please sign a duplicate copy of this letter and return the same to us, indicating your acceptance of the terms mentioned herein. By signing this letter you confirm that you have read, fully understood and accepted the terms of this letter.


Yours faithfully,

Acceptance

For Innovsource Services Private Limited

I have received the Work Assignment Letter and agree to the terms and conditions contained thereto

Ms Ridhika Gupta



Authorised Signatory Authorised Signatory

(Signature & Date)

Enclosures: - (i) Compensation sheet; (ii) Standard Terms of Employment



OFFER LETTER

8th March, 2022

Sristhi Kedia
Ahmedabad

Dear Sristhi,

With reference to your interview and subsequent discussions we held with you, we are pleased to offer you the position of **"Recruitment Executive"** in our organization.

Your joining date will be **8th March, 2022**. Your Annual compensation will be **Rs. 545958 (Five Lakhs Fourty Five Thousand Nine hundred and Fifty Eight Only)** CTC (Cost to company). Details of the CTC Break-up are given in Annexure-I provided with this letter.

As a member of Integrated Resources Staffing Pvt Ltd, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. In addition, we expect your personal accountability in all the actions, advice, and results that you provide as a representative of our Organization. In return, we are committed to providing you with every opportunity to learn, grow and stretch to the highest level of your ability and potential.

This is an Offer letter only; your exact terms and conditions of employment will be mentioned in the appointment letter which will be issued on your joining this organization.

If any irregularities are identified during Background verification the offer will be rescind.

Please signify your acceptance of the above terms and conditions of this offer by signing the duplicate copy of this letter.

You are advised to join on **8th March, 2022**. After this date this Offer Letter will stand withdrawn.

Wishing you all the best.

For Integrated Resources Staffing Pvt Ltd

Sonia Kapoor
Sr. Manager - Human Resources



Annexure – I

Integrated Resources Staffing Pvt Ltd			
Annexure-I			
	Particulars	Monthly	Yearly
A	Monthly Payable		
	Basic	17500.00	210000.00
	HRA	7000.00	84000.00
	Conveyance	1600.00	19200.00
	Medical Allowance	1250.00	15000.00
	Oth. Allowances	7650.00	91800.00
		35000.00	420000.00
B	Deductions		
	P.F. @12% of Basic	1800.00	21600.00
C	Net Take Home	33200.00	398400.00
D	Company's Contribution		
	Company's PF Contribution	1800.00	21600.00
E	Other Benefits		
	Gratuity	824.25	9891.00
	Leave Encashment	972.22	11666.67
	Medical Insurance	400.00	4800.00
	Transport	6500.00	78000.00
		8696.47	104357.67
F	CTC Amount	45496.47	545957.67

1. Transportation amount is non-reimbursable and cannot be added to Gross Salary. In case, employees opt not to use the said Facility. The Facility is Limited to Radius of 15KMS From the concerned Office Area.
2. All Payments would be as per company's rules and regulations.
3. Taxation will be governed by the Income Tax rules. The company will be deducting income tax at source as per income tax guidelines.
4. Professional Tax will be deducted form CTC as per State Government PT Rules.

Accepted

JAIPUR RUGS

Regd. Office: Jaipur Rugs Company Pvt. Ltd.
G-250 Mansarovar Ind. Area, Jaipur 302020, Rajasthan
Tel + 91 141 7103400 | www.jaipur rugs.com
CIN: U17225RJ2006PTC022728

5th November, 2022

Mr. Divya Patni,
95, Pooja Apts, Gayatri Nagar-B
Maharani Farms, Durgapura, Jaipur

Appointment letter

Dear Mr. Divya,

The management of the company welcomes you to the Jaipur Rugs family and wishes you a successful association. The terms and conditions of your employment are as follows:

- 1. Designation/Department/Place of work-** You are appointed as **Social Media Executive (Level-2)** in the **Marketing Department** with effect from **7th November 2022** at **Jaipur Rugs, G-250, Mansarovar Industrial Area, Jaipur-302020** and you will report to **Asst. Manager-Marketing Dept.** Your reporting structure/place of work is subject to change based on organizational requirement.
- 2. Compensation-** Your annual cost to company will be **Rs. 471,235**. The detail salary breakup (subject to statutory deduction, as per applicable law) is as under: -

Salary Heads	Monthly Earnings	Yearly Earnings
Basic	16,000	192,000
HRA	7,000	84,000
Special Allowances	12,000	144,000
Total (A)	35,000	420,000
Yearly Earnings		
Ex-Gratia	700	8,400
OPLI	2,800	33,600
Total (B)	3,500	42,000
Retiral Benefit		
Gratuity	770	9,235
Total (C)	770	9,235
Grand Total (A+B+C)	39,270	471,235

*The offer is contingent based on the Referral checks.

3. **Medical Insurance** - This shall be applicable as per company policy.

4. **Gratuity** - This shall be applicable as per statutory norms.

5. **Ex-Gratia** - This shall be applicable as per statutory norms.

6. **Organisation Performance Linked Incentive** - This shall be paid as per company's policy.

7. **Loyalty Bonus** - This shall be paid after completion of 2 years' service if applicable. The same will not be paid if you leave the organisation before completion of two years of service or company asks you to leave before two years. (not applicable)

8. **Leaves** - You will avail Earned leave and casual cum sick leave as per company rules. Prior sanction of leave from reporting Manager before proceeding on leave is a mandatory.

9. **Holidays** - You shall be entitled to 3 national holidays and other festival holidays in a year as notified by the management from time to time.

10. **Policies** - During the term of your employment with Jaipur Rugs Company Private Limited (hereinafter "Jaipur Rugs") you agree to confirm, comply and be bound by the Jaipur Rugs corporate policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

11. **Medical Fitness** - This appointment is subject to your being, and remaining, medically fit.

4th December 2021

To,
Ms. Aparna sharma,

Dear Amit,

This has reference to the interview and discussion we had with you. We are pleased to offer you a position of "Management Trainee". You would be on probation for a period of one year. On successful completion of probation period your services would be confirmed and you will be re-designated as "Career Development Executive".

Find below compensation details:

During the first 90 days (including training) you would be paid remuneration of **Rs.30,000/-pm**. If target of first 90 days is achieved (100%) then your salary will be revised to **Rs.50,000/-pm** (As per below table) effective from fourth month.

Particulars		(Amount in Rupees.)	
		For 1 st 90 Days	Effective from 4 th Month
Basic Salary	:	16,500	20,000
House Rent Allowance	:	1,650	10,000
Transport Reimbursement	:	1,600	1,600
Telephone Reimbursement	:	500	500
Statutory Bonus (Paid Monthly)	:	1,374	1,700
Special Allowance	:	8,376	16,200
Total		30,000	50,000
Daily Travel Reimbursement	:	3,000	3,000
Performance Incentive (Payable based on the achievement of Monthly targets)	:	15,000	15,000
Performance cum Continuity Bonus (Annual) (Payable based on the achievement of targets for the year and continuity in the organization for at least 1 year)	:	2,500	2,500
Total	:	50,500	70,500

Regards,
Jaro Education



Sushant Mallya
General Manager – Human Resource

I agree to the above terms & conditions _____ Dated _____



JasApp TechServ Pvt. Ltd.

103/28, Near Patel Marg Crossing,
Madhyam Marg, Mansarovar,
Jaipur – 302 020, INDIA
Tel: +91-141-4015819
E-mail: info@jasapp.com
Visit us at: www.jasapp.com

August 04, 2021

Mr. Shubham Kumar
Bairgania, Sitamarhi
Bihar, 843313 INDIA

Subject: Letter of Appointment

Dear Deepak,

With reference to your acceptance of the “Letter of Offer” made by our organization, we are delighted to formally appoint you as **“Python Developer (Intern)”** in our company. You will be working for Microsec Inc. The terms and conditions mentioned here forth govern every contract made between JasApp TechServ Pvt. Ltd. (here after mentioned as the “Company”) and Shubham Kumar (here after mentioned as “You”) and prevail over any written terms and conditions of the company. By accepting this Letter of Appointment, you are agreeing to the following terms and conditions:

- 1) **Designation:** Python Developer (Intern)
- 2) **Date of joining:** 04th August 2021
- 3) **Location:** Your posting will be at the ‘Registered Office’ of the company in Jaipur, but the Company may require you to work at other company locations and on customers’ sites both, inside or outside India. You may have to work from home according to the situations. The company will seek to give you reasonable notice of extensive travel requirements and to take into account your personal circumstances, where appropriate.
- 4) **Probation period:** You will remain under a probation period of **3 months** from the date of joining. The probation period may be curtailed or extended as per the discretion of the management without any notice. All the Employee related benefits provided by the company can only be availed once you have completed your probation period.
- 5) **Remuneration:** You will be paid an all-inclusive salary of INR 1.20 Lakhs per year. Your salary will be paid monthly & the pay dates will be 10th of the forthcoming month. The payment of salary and other benefits will be subject to the deduction of Income Tax at Source (TDS) in accordance with the provisions of The Income Tax Act, 1961, and provisions of other applicable statutes, as at the time of payment.
- 6) **Other benefits:** You shall be entitled for other employee related benefits, applicable as per the company’s existing policies, once you have completed the probation period.
- 7) **Appraisal:** Company’s performance appraisal cycle is annual and is based on the date of joining and accordingly your performance will be evaluated every year.
- 8) **Working Hours & Attendance:**
 - a. The company operates from 10:00 hrs to 19:30 hrs, right through Monday to Saturday, Sunday & 2nd and 4th Saturday being a holiday. There is a lunch break of 30 minutes from 1330 hrs to 1400 hrs and two tea/coffee breaks of 10 minutes each. You are required to attend the office in conformity with office timing in vogue and as would be notified from time to time. If you are working for client then your working time and hours can be as per client's company.

- b. Prompt and regular attendance is an essential condition of this appointment. It is mandatory for you to sign in the attendance register daily from the day of joining upon your arrival and departure from the office. Chronic Late Attendance and/or Absence Without prior permission in writing or any unauthorized absence from place of work will be considered “misconduct” and will attract disciplinary action.
- 9) **Leave entitlement:**
- a. You are eligible for leaves as per company’s existing leave policies. You can avail the entitled leaves only with prior notice and proper permission. The company reserves the right to deny you leave, in case of failure on your part to comply with company policy in this regard.
 - b. Salary for the concerned period will not be paid, in case of absence with “LOSS OF PAY”, either due to denial of leave by the Management or due to non-availability of leave to your credit.
- 10) **Onsite Assignment:** We reserve the right to assign to you any additional or new work or to transfer you to any place in India/Abroad on company’s duty or to depute you on a temporary basis to any of our Associate Companies on such terms as we deem fit. Refusal on your part to comply with such orders will be sufficient ground for termination of your employment.
- 11) **Company property:**
- a. You will do everything necessary for the proper upkeep of company’s property / equipment entrusted to you for operation/use. Any negligence on your part in such upkeep or any loss or theft taking place as a result, will not only entail recovery of the value of the loss from payments due to you, but will also be deemed sufficient ground for termination of your employment. Any intellectual property rights that belong to the company and any partly completed assignments or works in progress will also be considered as company’s property for the purpose of this clause.
 - b. Any company property entrusted to you for your personal use during your association with the company must be returned to the company, after use, in good repair, normal wear and tear exempted. In case the property had deteriorated, while in your custody, due to negligence on your part, the company reserves the right to recover from you the cost of repairing and restoring it.
 - c. Any cash drawn by you with prior approval under suspense, for any legitimate use on behalf of the company, should be used only for that purpose and properly accounted, or returned to the company within 48 hours from the time of withdrawal.
 - d. Non return of company property, intentionally or otherwise, after use, while in service or on your relinquishing association with the company, or failure to return or account for the cash as aforesaid, shall be deemed “misconduct” and will attract appropriate action. The company also reserves the right to recover such dues from the amounts due to you.
 - e. You will take care not to commit the company to any unforeseen or unjustified cost. In such an event the company may recover such excess cost from you, if it found to have arisen due to negligence on your part.

12) Trade secrets or confidentiality:

- a. You acknowledge that you may gain access to and possession of confidential information relating to the company during the term of your employment.
- b. You will not divulge to any outside persons or concerns any information and secrets connected with the company that you may come across during the performance of your duties.
- c. You will treat all matters relating to our company in strict confidence and not disclose them to outsiders except with the prior written authorization of our company. In particular, you are expected to maintain complete confidentiality in respect of work methods at our company, systems developed / modified by our company for its clients and software developed or modified or acquired by the company.
- d. You are not allowed to copy or sell the company's software packages outside without the company's prior permission. You acknowledge that conditions of this appointment are reasonable and necessary to protect disclosure of confidential information belonging to the company and any disclosing thereof will cause irreparable damages, hardship and injury to the company.
- e. You acknowledge that your obligations relating to confidentiality survive the termination of your employment and you will be liable to pay damages and be subject to injunctive or other relief for any breach of aforesaid obligation.
- f. Intellectual Property Rights (IPR's) such as copyrights, patents, trademarks, secrets etc. with respect to any software product including any e-commerce solutions developed by you while in the employment of the company shall remain in the exclusive ownership of the company and you shall have no right title or interest in respect of such IPR's.
- g. Confidential information includes all IPR's, information regarding quality control, business, financial information, places, customers list, marketing data and any other information that are generally not known to the public.

13) Conflict of interest:

- a. You will treat all client information as confidential and not disclose them to outsiders except when authorized.
- b. While in our service you will not have, directly or indirectly, any other business interest and you will not accept any other assignment part time or honorary, without prior and proper permission in writing from the company.
- c. In the course of your association with us, you are bound to come across information that is of a vital and confidential nature, pertaining to our industry. It is therefore expressly agreed, as an important component of this appointment, that you will not associate yourself, either directly or indirectly, either during your association with us or for a period of two years thereafter, with our direct or indirect associates.
- d. Any information or data made available to you by the company or by the customers or by any other party, or any innovation or improvement in process, design, etc., effected in the course of your association with us will belong to the company and

will be kept by you in strict confidence and will not be used by you to the detriment of the Company's interests at any time.

- e. In the course of your service with us or even after your discharge from our service, if any malaise intention on your part is established, resulting in crippling of the company's functioning, or causing the Company financial loss, or damage to the Company's image, reputation or goodwill, the Company has the right to sue you under relevant laws and seek redress.
- f. You will authorize the company and also authorize and request each former employer and persons, firm or corporation given in the application form as reference to answer any and all questions that may be sought in connection with this application or concerning you or your work, habit, character or skill or any action in any transaction.
- g. You should declare your interest, financial or otherwise in any company or firm or any other individuals who have dealings with us in any capacity. In the event of yourself acquiring or becoming interested in the future in such a company or partnership or firm or individual, you should immediately disclose the nature and extent of your interest.

14) Non Competence:

- a. On the termination of your services, you shall not engage in a business on your own account or as a partner with another employer in a like business so as to cause damage to the business interests of our company or the market it sells to for a period of 2 (Two) years from the date of cessation of employment.
- b. It is a condition of your employment that, for a period of 12 months immediately following the termination of your employment for any reason whatsoever you will not, whether directly or indirectly, as principal, agent, employee, director, partner or otherwise howsoever, approach any individual or organization who has during the period of your employment been a customer of ours if the purpose for such an approach is to solicit business which could have been undertaken by us.

15) Termination of employment:

- a. The employment is terminable by either side without any notice during the period of probation and thereafter by giving two months' notice or payment in lieu after 2 years of lock-in period. However, such notice will not be deemed necessary in case of termination on grounds of serious neglect or dereliction of duty, breach of rules and regulation or conduct prejudicial to the interest of the company.
- b. In case you remain absent from duty without prior permission in writing from the management or if you proceed on leave without prior sanction or overstayed the sanctioned leave without first getting it sanctioned, for a continuous period of five days, your service is liable to be terminated without any further reference to you.

16) Others:

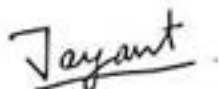
- a. You agree to devote your full time and ability to the company and shall not engage yourself in other employment, business or vocation, whether part time or full time and whether with or without necessary benefits, without the prior written consent of the company.

- b. You agree to comply with and abide by the policies, procedures, guidelines, code of conduct, standing orders and other rules and regulations of the company that may currently be in-force or that may be issued or communicated to you from time to time, through the Employees' Handbook, Circulars, Notices or otherwise.
- c. Any payment, not due to you, but made to you by the company as a result of clerical/supervisory lapse, though may have recurred, will not entitle you to such payments as a matter of right. Management has the right not only to stop such payments, once detected, but will also recover such payments made earlier from amounts payable to you subsequently.
- d. Compliance with all statutory regulations is of prime importance. Any negligence or failure on your part, in carrying out your duties which directly or indirectly results in non-compliance by the company, of any statutory regulation, will not only result in termination of this appointment but will also entitle the company to recover from you any penalty or loss to which the company is/was subject, together with any additional damages as the company may think fit and proper.
- e. Your appointment is based on the assumption that you have never been charged with any criminal offence under the Indian Penal Code or any other Law in force. In case you are so charged during the period of your association with us, or if any past record of your having been so charged come to light, your appointment will stand terminated automatically.
- f. You agree to indemnify and hold the company harmless from any and all claims, liabilities losses, actions, damages, and the like arising from or in connection with any negligent or intentional acts or omissions on your part.
- g. You agree that even after undergoing training on your own, you will be put through on- the-job training with an independent orientation on certain specific skill areas. In consideration of the same, should you wish to resign during this period OR before 12 months from the completion of the training, you agree to pay the company the money spent towards the training and /or six months salary at the discretion of the company as liquidated damages for the disruption of work and the possible loss of business to the company.

17) **Jurisdiction:** Disputes, if any, are subject to Jaipur jurisdiction only.

Kindly let us have the duplicate copy of this letter signed by you in token of your acceptance of these terms and conditions.

With best wishes,



Authorized Signatory
JasApp TechServ Pvt. Ltd.

I have read & understood the letter of appointment & accept the same with all the terms.

Shubham Kumar

Candidate's Signature

03-09-2021

Date

20/07/2022

Vaishali Singh
180 Indra Colony
Karauli (Rajasthan)
322241

Subject: Offer Letter

Dear Employee,

We are pleased to offer you the position of business manager at our Jumbo Finvest India (Ltd.)

We believe your skills and experience are suitable to work in our organisation .

The annual salary of ₹ 3,60,000 per annum will be paid to you.

Sincerely,
For Jumbo Finvest
India (Ltd.)



Jva Tec Private Limited

9460204387 | Info@jvatec.in | www.jvatec.in | Jaipur | Delhi

Mr. Shubham Aggarwal,

Date : 03rd September, 2022

We refer to your application and our recent discussions with regard to your employment with us.

We confirm our offer of employment to you as **Video Editor** for Jaipur location, and your initial posting will be in our Jaipur office. Your CTC will be INR 2,24,000.

Your letter of appointment will be issued to you on the day you join. Kindly inform us in due course your exact date of joining, which should be on September 5, 2022. You are also advised to send your recent educational and professional credentials.

Your Probation period will be of 6 Months, which will be applicable from September 5, 2022. Please return the duplicate copy of this letter duly signed as a token of your acceptance of our offer. We look forward to your joining us.

Documents Need to submit while joining.


1. Last Company release Letter
2. Last company 3 month salary slips / Bank Statement
3. Last Education Certificate.
4. Adhar Card.
5. PAN Card.

Best Regards

Mayank Gupta

Mr Shubham Aggarwal

For JVA TEC PRIVATE LIMITED


Director

Director
Jva Tec Private Limited

K2 INTERIORS

Email: K2interiors.jpr@gmail.com

📍 A-10, Vivek Vihar, Bajaj Nagar, Jaipur,
Rajasthan 302015.

Phone: 093146 02112

OFFER LETTER

01/12/2022

Ashish Gangwal
Jaipur (Raj)

Dear Ashish,

We are pleased to offer you position of **Junior Interior Designer** at **K2 Interiors** with a start date of **01 December 2022**. You will be reporting directly at K2 Interiors, A-10, Vivek Vihar, Bajaj Nagar, Jaipur, Rajasthan 302015. We believe your skills and experience are an excellent match for our company.

The annual starting salary for this position is **Rs.10,000** to be paid on monthly basis by (direct deposit) starting on 1st Dec 2022.

Your employment with Map Interiors will be on an at-will basis, which means you and the company are free to terminate the employment relationship at any time for any reason with a prior notice of one month. This letter is not a contract or guarantee of employment for a definitive period of time.

Please confirm your acceptance of this offer by signing and returning.

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,
AR. Kishore khandelwal
[Principal Architect]



Lata Softwares (P) Ltd.

www.latasoftwres.com
info@latasoftwares.com

Company registration no. U72200RJ2011PTC034044

Date: 05/01/2022

Ref No: 1251

Dear Shazan Khan,

Congratulations!!!

Welcome to the **LATA Software** Family!!

At the outset, I would like to congratulate you for having fared so well in the interview process and for having made a definite impression in the minds of those who have interacted with you during the interviews. I am sure that going forward, this impression will only grow stronger.

I congratulate you on the behalf of my esteemed organization and is glad to offer you the role of internship as **"SOFTWARE ENGINEER TRAINEE"**.

We expect you to set an example of diligence, dedication and commitment and contribute your best efforts in making us a leading organization.

I hope you utilize the best of your potential for succeeding in your career. Please feel free to get in touch with me for any further information / clarifications you may need.

Wishing you good luck for all your assignments and a long and rewarding career at **LATA Softwares Pvt. Ltd.**

Reporting Time : 10 AM, 06th January, 2022

Stipend : 10000/month

Make sure to finish the project and your internship on time, and continue till you want to continue your internship and work on Web technologies and ideas.

Documents Required (Original & Photo Copies) :

- All Educational Documents
- 2 copies of Pan Card & Aadhar Card
- 4 passport size photographs
- Please carry original documents for verification purpose

Warm Regards,

(HR Manager)



Offer Letter

Date: 1st August 2022

Dear Shubham Sharma,

Congratulations! You have successfully completed the internship with us. It is our pleasure to offer you fulltime employment as a **Product Operation Manager (POM)** on behalf of TechieNest Pvt Ltd, further to the discussions you have with us.

Your appointment takes effect immediately and you are considered to join us from **1st of August 2022**. Your benefits and professional fees will become applicable from that day. I hope that you will have a wonderful time here. Please find the terms and conditions for your position below:

Designation – You are appointed as a Product Operation Manager.

Compensation – **INR 33K per month (Total CTC INR 3.96LPA)**

Training/Probation Period: You will be on a probation period for **three months**, which may be extended or reduced at the sole discretion of the Management. During the period of probation, the appointment is terminable by the company without any notice. However, you will have to serve a stipulated **notice period of one month**, in the event of your resignation. After completion of probation period, till you get intimation in writing regarding your confirmation, you shall continue to be on probation.

Leaves in Probation Period: No leaves other than the official offs will be paid for during this probation period. Also, performance evaluations in this period will be carried out by your Reporting Manager, which will decide your continuation at the end of Probation.





Learn and Build

By TechieNest PVT. LTD.

Working Offs: You will not be paid for working on Sundays or official offs. But on the recommendation of management, you can take one weekday off. Absence for a continuous period of ten days without prior approval of your superior, (Including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

Official duty: WFH policy requires the employee to take prior permission from the reporting manager. Minimum of 6 hours to be given per day for getting eligible for WFH. You should submit the list of completed tasks at the end of the day.

Office Rules - Your working hours are flexible and will depend on the project you are working on after that 6days/54 hour. Also, you would have to abide by all the other office rules and regulations.

Appraisal – Regular performance reviews will be done to assess your suitability; the appraisal would be conducted in a period of 1 year (if applicable).

Conflict of interest – While in your active employment in TechieNest Pvt Ltd., you are not allowed to be in active/part-time, advisory, consultant, directorship employment with any other organization in the same working domain and you are not allowed to join our direct team, clients, investors & promoters for next three years from the date of leaving TechieNest.

Transfers and deputations – You may require relocating immediately or in due course, if the position requires deputation/ relocation to another office of TechieNest Pvt Ltd., or to a supplier or a vendor location, in India or abroad.

Confidentiality – You are required to maintain the confidentiality of the data, other company details as entrusted to you and not share it with partners, vendors, suppliers, media etc. unless necessary/ appropriate. The breach of trust may result in expulsion from the designation, and legal action if necessary.

**Corporate Office: Plot No. 262, Muktanand Nagar, Gopalpura
Mode Jaipur, Rajasthan 302018**



learnandbuild.in



info@learnandbuild.in



+91 9251094002



Learn and Build

By TechieNest PVT. LTD.

Notice period and resignation - During the probation period, your services can be terminated with seven days' notice on either side and without any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on one month's notice on either side.

Acceptance & Commencement

Your appointment will be effective on your joining date.

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

- Respond via email to **hr@techienest.in** to communicate your acceptance of the joining letter and to confirm your joining date.
- You are required to submit the following documents prior to your joining:
 - Last semester, 10th and 12th marksheets
 - 2 Passport size photographs with white background
 - Pan Card
 - Aadhar card

Office Address- TechieNest – 262, Muktanand Nagar, opposite near to Pooja Tower, Gopalpura Mode, Jaipur, Rajasthan, India

Please send the signed scan copy of this letter for confirmation of your acceptance.
We welcome you to the TechieNest family and look forward to a fruitful association.

Trisha Das
HR Manager
Date: 01/08/2022

Your Signature:
Your Name:
Date:

**Corporate Office: Plot No. 262, Muktanand Nagar, Gopalpura
Mode Jaipur, Rajasthan 302018**



learnandbuild.in



info@learnandbuild.in



+91 9251094002



2, Modi Market
, Dalumodi Bazar
Ratlam (MP) 457001
logocial1@gmail.com
www.logocial.in

Internship Offer Letter

Private & Confidential

Dated : January 15, 2022

Arpit Sipani

Dear Arpit,

We are pleased to offer you an internship in the position of Android Development and UI/UX designer with Logocial.

Appointment

Your intern would be classified as Work from Home currently (& Offline when possible)

The duration of your internship will be 6 months from January 15, 2022 to July 7, 2022 during which you will work under the guidance of Mr. Rishi Bhandari, Mentor at Logocial. Any extension of the internship will be based on mutual agreement.

Remuneration

Under this internship, you will not be paid any fixed stipend. But in the case, we are taking your contribution to any of our client project then we will be paying you stipend on the basis of mutual discussion and Logocial's overall performance and your personal goals being met.

We wish to inform you that the projects done at Logocial would be sole property of the Logocial. Consequently, all rights to such projects will remain solely with Logocial.

This formal agreement is subjected to the acceptance of the enclosed guidelines which are applicable during your project period. You accept the terms of conditions outlined in the offer letter and confirm that you are able to commence the post on 15th January, 2022.

Name: Arpit Sipani
Date: 15th January, 2022

Signature: *Rishi*



Ruchi Seth <ruchi.seth@jecrcu.edu.in>

Fwd: Final selects list- LTI's virtual Engineering drive for 2022 batch (On-Campus | JECRC)

1 message

Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fri, Mar 17, 2023 at 1:25 PM

To: Ruchi Seth <ruchi.seth@jecrcu.edu.in>, "Dr. Poonam hariyani" <poonam.hariyani@jecrcu.edu.in>

Cc: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>

LTI Proofs

----- Forwarded message -----

From: **JECRC- Placement** <hrd@jecrc.ac.in>

Date: Fri, Mar 17, 2023 at 12:23 AM

Subject: Fwd: Final selects list- LTI's virtual Engineering drive for 2022 batch (On-Campus | JECRC)

To: Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>, Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Dear Ramesh,
Greetings from LTI !!!

We would like to express our gratitude for your kind support throughout our Engineering 2022 batch virtual selection process.

Attached is the list of final selects from your Institute offered by LTI.

Our Offer of Employment is being processed and will be released to all final selects shortly.

Roadmap ahead on receiving the Offer letter from our 'CampBuzz Portal':

- o Candidate is requested to **Login to our CampBuzz Portal** (CampBuzz Portal ID & Password will be shared in the 'Offer of Employment' Email)
- o Candidate should **mandatorily register** by filling the Candidate Registration form on the portal.
- o Candidates **completing their Registration** on the CampBuzz portal **ONLY will be considered for joining.**

Kindly note that the selection of candidates is on the basis of him/her meeting the following conditions (repeating these again to avoid any ambiguity):

1. Meeting all the eligibility criteria attached with the e-mail.
2. Selected candidate must be ready to sign a 2-year service level agreement with us.
3. Selected candidate must be flexible for technology and location as per the business needs.
4. Candidate should be found medically fit (details on this would be shared in the joining e-mail).

We expect close to 100% Joining ratio from students offered by the Company.

Likewise, in our endeavour to excel through continuous improvement, request your valuable feedback on the overall 'Virtual selection process' experience on the below link:

[TPO Feedback form - Engineering Virtual Selection Process \(2022 batch\)](#)

We also urge you to encourage the selected students to keep on adding to their technical & communication skills before they join LTI.

Looking forward to a long and fruitful association with your Institute!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal

Sent: 04 September 2021 17:43

To: Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in

Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>;

Vedant Arsule <Vedant.Arsule@Intinfotech.com>

Subject: Results of Technical interviews so far | HR interview schedule -3 | On-Campus hiring for 2022 batch

Importance: High

Dear Ramesh,

Greetings from LTI!!!

Kindly refer the below schedule for HR interviews planned as follows:

- **Date of HR interview:** Tomorrow, 5th Sept'21
- **Timings:** 10 am onwards

Attachment details:

- [List of candidates scheduled for HR: Attachment-1](#)
- [Technical interview results so far : Attachment-2](#)

Details of assigned panels and their subsequent timing is as follows:

Link for joining the meeting of Panel 1: [Click here to join the meeting](#)

Link for joining the meeting of Panel 2: [Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	4 pm onwards
Panel 2	10 am onwards

[Kindly share across the interview schedule & results with all candidates.](#)

Things to carry for the interview:

- [Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters](#)
- [Soft copy of Project synopsis/certifications etc.](#)

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule.

[Pending interviews \(if any\) will be scheduled shortly.](#)

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal

Sent: 03 September 2021 19:49

To: Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in

Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>

Subject: Results of Technical interviews so far | HR interview schedule -2 | On-Campus hiring for 2022 batch

Importance: High

Dear Ramesh,

Greetings from LTI!!!

Kindly refer the below schedule for HR interviews planned as follows:

- **Date of HR interview:** Tomorrow, 3rd Sept'21
- **Timings:** 10 am onwards

Attachment details:

- [List of candidates scheduled for HR: Attachment-1](#)
- [Technical interview results so far : Attachment-2](#)

Details of assigned panels and their subsequent timing is as follows:

Link for joining the meeting of Panel 1: [Click here to join the meeting](#)

Link for joining the meeting of Panel 2: [Click here to join the meeting](#)

Link for joining the meeting of Panel 3: [Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	10 am onwards
Panel 2	10 am onwards
Panel 3	3 pm onwards

[Kindly share across the interview schedule & results with all candidates.](#)

Things to carry for the interview:

- [Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters](#)
- [Soft copy of Project synopsis/certifications etc.](#)

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule.

[Pending interviews \(if any\) will be scheduled shortly.](#)

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 03 September 2021 17:20
To: Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: LTI - Technical interview schedule -4 | On-Campus hiring for 2022 batch
Importance: High

Dear Ramesh,

Greetings from LTI!!!

Please find attached list of candidates **scheduled for technical interviews** as per the below plan:

- **Date of Technical interview:** Tomorrow, 4th September 2021.
- **Timings:** 9:30 am onwards

Details of assigned panels and their subsequent timing is as follows:

Link for joining the meeting of Panel 1: [Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	9:30 am onwards

Kindly share across the interview schedule with all candidates.

Things to carry for the interview:

- Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters
- Soft copy of Project synopsis/certifications etc.

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule. Pending interviews (if any) will be scheduled shortly.

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 02 September 2021 19:03
To: Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: Results of Technical interviews so far | HR interview schedule | On-Campus hiring for 2022 batch
Importance: High

Dear Ramesh,

Greetings from LTI!!!

Kindly refer the below schedule for HR interviews planned as follows:

- **Date of HR interview:** Tomorrow, 3rd Sept'21
- **Timings:** 8:30 am onwards

Attachment details:

- [List of candidates scheduled for HR: Attachment-1](#)
- [Technical interview results so far : Attachment-2](#)

Details of assigned panels and their subsequent timing is as follows:

Link for joining the meeting of Panel 1: [Click here to join the meeting](#)

Link for joining the meeting of Panel 2: [Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	2:30 pm onwards
Panel 2	8:30 am onwards

[Kindly share across the interview schedule & results with all candidates.](#)

Things to carry for the interview:

- Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters
- Soft copy of Project synopsis/certifications etc.

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule.

[Pending interviews \(if any\) will be scheduled shortly.](#)

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 02 September 2021 17:30
To: Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: LTI - Technical interview schedule - 3 | On-Campus hiring for 2022 batch
Importance: High

Dear Ramesh,

Greetings from LTI!!!

Please find attached list of candidates **scheduled for technical interviews** as per the below plan:

- **Date of Technical interview:** Tomorrow, 3rd September 2021.
- **Timings:** 11:00 am onwards

[Details of assigned panels and their subsequent timing is as follows:](#)

[Link for joining the meeting for Panel 1 : Click here to join the meeting](#)

[Link for joining the meeting for Panel 2: Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	11 am onwards
Panel 2	12:30 pm onwards

[Kindly share across the interview schedule with all candidates.](#)

Things to carry for the interview:

- [Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters](#)
- [Soft copy of Project synopsis/certifications etc.](#)

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule. Pending interviews (if any) will be scheduled shortly.

Thanking you for your continuous support!

[Thanks & Regards,](#)

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal

Sent: 01 September 2021 18:43

To: Sana HR <sana.hr@jecrc.ac.in>; Javed K. <javed.hr@jecrc.ac.in>; Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in

Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>

Subject: LTI - Technical interview schedule -2 | On-Campus hiring for 2022 batch

Importance: High

Dear team,

Greetings from LTI!!!

Please find attached list of candidates **scheduled for technical interviews** as per the below plan:

- **Date of Technical interview:** Tomorrow, 2nd September 2021.
- **Timings:** 2:00 pm onwards

[Details of assigned panels and their subsequent timing is as follows:](#)

[Link for joining the meeting of Panel 1: Click here to join the meeting](#)

[Link for joining the meeting of Panel 2: Click here to join the meeting](#)

[Link for joining the meeting of Panel 3: Click here to join the meeting](#)

Link for joining the meeting of Panel 4: [Click here to join the meeting](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	2 pm onwards
Panel 2	3 pm onwards
Panel 3	2 pm onwards
Panel 4	3 pm onwards

Kindly share across the interview schedule with all candidates.

Things to carry for the interview:

- [Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters](#)
- [Soft copy of Project synopsis/certifications etc.](#)

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule. Pending interviews (if any) will be scheduled shortly.

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 31 August 2021 21:57
To: Sana HR <sana.hr@jecrc.ac.in>; Javed K. <javed.hr@jecrc.ac.in>; Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: LTI - Technical interview schedule | On-Campus hiring for 2022 batch
Importance: High

Dear team,

Greetings from LTI!!!

Please find attached list of candidates **scheduled for technical interviews** as per the below plan:

- **Date of Technical interview:** Tomorrow, 1st September 2021.
- **Timings:** 10:00 am onwards

Details of assigned panels and their subsequent timing is as follows:

Link for joining the meeting: [Panel 1](#)

Link for joining the meeting: : [Panel 2](#)

Link for joining the meeting: : [Panel 3](#)

Link for joining the meeting: : [Panel 4](#)

Link for joining the meeting: : [Panel 5](#)

Link for joining the meeting: : [Panel 6](#)

Shared below is the summary for the interviews:

Panel Name	Start Time
Panel 1	4:15 pm onwards
Panel 2	11 am onwards
Panel 3	12 pm onwards
Panel 4	11 am onwards
Panel 5	12 pm onwards
Panel 6	1 pm onwards

Kindly share across the interview schedule with all candidates.

Things to carry for the interview:

- Soft copy of all mark sheets – SSC/HSC/Diploma/Graduation – all semesters
- Soft copy of Project synopsis/certifications etc.

Please Note: As virtual interviews may experience various unpredictable factors during the execution phase, the above schedule may undergo last minute changes/have a delay in case of any run time hurdles. We will notify you about the same from time to time.

Likewise, request to communicate run-time changes (if any) at your end from time to time. Your SPOCs/volunteers can reach out to us immediately in case of any queries.

Request to ensure all candidates attend the interview process as per the assigned schedule. Pending interviews (if any) will be scheduled shortly.

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal

Sent: 31 August 2021 17:00

To: Sana HR <sana.hr@jecrc.ac.in>; Javed K. <javed.hr@jecrc.ac.in>; Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in

Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>

Subject: LTI - List of Online test shortlisted candidates (On-Campus hiring for 2022 batch)

Importance: High

Dear team,
Greetings from LTI!!!

This is to inform that the attached list of candidates from your Institute have **cleared the 'Online Test' round** at various levels as mentioned in the attachment as a part of the **2022 batch recruitment process**.

We will be commencing the virtual technical interview process for these candidates in batches from tomorrow, 1st September 2021 onwards.

Details regarding the exact interview schedule will be shared across shortly.

Request you to nominate two SPOCs from your end to coordinate with the interviews.

Feel free to reach out in case of any queries.

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 27 August 2021 09:22
To: Sana HR <sana.hr@jecrc.ac.in>; Javed K. <javed.hr@jecrc.ac.in>; Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: Online test registration pending - Need your intervention!
Importance: High

Dear team,
Greetings from LTI!!!

Attached is the updated list of candidates from your institute, who have not yet registered for the Online test using the below link sent to them:

Link: <https://xathon.mettl.com/event/2W2>

Kindly inform the candidates to register on the same link by **today, 27th Aug'21 @3:00 pm**.

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 26 August 2021 11:48
To: Sana HR <sana.hr@jecrc.ac.in>; Javed K. <javed.hr@jecrc.ac.in>; Director HR Jecrc <directorhr@jecrc.ac.in>; hrd@jecrc.ac.in
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: Online test registration pending - Need your intervention!
Importance: High

Dear team,
Greetings from LTI!!!

Attached is the list of candidates from your institute, who have not yet registered for the Online test using the below link sent to them:

Link: <https://xathon.mettl.com/event/2W2>

Kindly inform the candidates to register on the same link by **tomorrow, 27th Aug'21 @3:00 pm**.

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 25 August 2021 10:34
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: Online test schedule confirmed - Recruitment Process details | Online Test Registration link | Test on Sat, 28th Aug'21 @2:00 PM (On-Campus 2022 batch)
Importance: High

Dear Academia Partner,

Greetings from LTI!!!

We are glad to inform that LTI's Online test is scheduled for all eligible candidates of your Institute as per the below schedule:

- **Online test date:** Saturday, 28th August 2021
- **Test timing:** 2:00 pm (sharp)
- **Link for Online test Registration (Mandatory) :** <https://xathon.mettl.com/event/2W2>
Please note: Candidates failing to register on the above link will not have access to the Online test
- **Last day to register on the Online test platform :** Friday, 27th August 2021 @3:00 pm.
- **All rounds of the Online test will be conducted sequentially on the same day**

The attached e-mail mentioning details of the Recruitment process, Online test registration link and other details have been shared with all the applicants of your Institute.

Kindly share across the same from your end as well to all applicants.

Attachment Details:

1. **Attachment 1** – Email shared with the applicants.
2. **Attachment 2** – Selection Process & Online Test Details.
3. **Attachment 3** – Trainee Application form.
4. **Attachment 4** – Eligibility Criteria.
5. **Attachment 5** – FAQs for On-Campus Drive.

Please Note: All eligible candidates need to sign-up on the link given in the attached e-mail using the same e-mail ID registered with us latest by Friday, 27th Aug'2021 3:00 pm to gain access to the Online test.

We look forward to an overwhelming participation and excellent clearance ratio from your Institute.

Thanking you for your continuous support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 21 August 2021 13:16
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>
Subject: Meeting invite - LTI Recruitment Readiness Session on Tuesday, 24th Aug'21 @12 pm (2022 batch)
Importance: High

Dear Academia Partner,

Greetings from LTI!!!

Shared below is the meeting invite for the Recruitment Readiness (RR) session planned for the students of your institute **on Tuesday, 24th Aug'21 @ 12:00 pm.**

LTI's Virtual Recruitment Readiness Session (2022 batch hiring) @12:00 PM

The same has been notified to registered candidates via e-mail from our end.

Please Note: This e-mail does not confirm an applicant's eligibility to participate in the Recruitment process. It is essential for all applicants to attend the above RR session and ensure they meet the attached eligibility criteria.

Thanking you for your kind support!

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal

Sent: 18 August 2021 16:05

Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Jasvinder Saini <Jasvinder.Saini@Intinfotech.com>

Subject: Dates confirmed for your Institute - Online test & RR Session (2022 batch hiring)

Importance: High

Dear Academia Partner,

Greetings from LTI!!!

We hereby confirm the Online test for eligible & registered **BE-BTech students** of your Institute on Saturday, 28th August 2021 at 3:00 pm.

Test Start time: 3:00 pm (sharp)

Eligibility criteria: Attached for your reference

Online test details: Attached for your reference

[A detailed Virtual Recruitment Readiness \(RR\) Session is planned for students of your Institute on Tuesday, 24th Aug' at 12:00 pm.](#)

The meeting invite for the same will be shared across shortly.

Please Note: It is essential for all applicants to attend the virtual RR session to understand the end to end recruitment process & avoid any hassles during the Online test/interview process.

Looking forward to a long & fruitful association with your Institute.

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Pranjal Agarwal
Sent: 16 August 2021 14:44
Cc: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>
Subject: Hiring slot confirmation received - Introducing your LTI SPOC for 2022 batch hiring
Importance: High

Dear Academia Partner,
Greetings from LTI!!!

Trust you are safe & doing good!

It gives me pleasure to introduce myself as the LTI Point of Contact (LTI-POC) for your Institute w.r.t 2022-batch Engineering hiring.

We have received your hiring slot confirmation response and acknowledge the same.

You will receive a confirmation on the 'Online test schedule' latest by Tuesday, 17th Aug' 2021.

Likewise, the Virtual Recruitment Readiness (RR) Session will be scheduled on a mutually convenient date as per the Online test schedule.

Feel free to connect with me on my no. 8619246072 in case of any queries.

Thanks & Regards,

Pranjal Agarwal

Campus Recruitment Team



From: Nikhil Govekar <Nikhil.Govekar@Intinfotech.com>
Sent: 06 August 2021 17:07
Cc: Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Ritika Kanojia <Ritika.Kanojia@Intinfotech.com>; Jay Shah <JayH.Shah@Intinfotech.com>; Niranjana Kale <Niranjana.Kale@Intinfotech.com>; Pranjal Agarwal <Pranjal.Agarwal@Intinfotech.com>; JuhiM Thakur <JuhiM.Thakur@Intinfotech.com>
Subject: LTI's Hiring Slot Confirmation Form - Year 2022 batch (Engineering)
Importance: High

Dear Academia partner,

Greetings from LTI...!!!

As discussed during the TPO e-Connect, kindly share across your responses on the below '**Hiring Slot Confirmation Form**' to help us communicate the roadmap ahead.

[Hiring Slot Confirmation Form - Year 2022 Batch Hiring](#)

Likewise, request to share across details of interested and eligible candidates in the attached template to plan the Recruitment Readiness (RR) Session.

Last date for sharing your response : Friday, 13th Aug' 2021 @3pm.

We will confirm on a mutually convenient Online test date based on your inputs in the form latest by 16th Aug' 2021.

Please Note: You will be looped in all communications with registered candidates of your Institutes and details of various schedules will be notified to you from time to time.

The detailed eligibility criteria and selection process is attached for your reference.

Take Care, Stay Safe..!

Warm Regards,

Nikhil A. Govekar

Director - Campus Recruitment, L&OD



From: Nikhil Govekar
Sent: Thursday, August 5, 2021 8:16 PM
Cc: Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Ritika Kanojia <Ritika.Kanojia@Intinfotech.com>; Jay Shah <JayH.Shah@Intinfotech.com>; Niranjan Kale <Niranjan.Kale@Intinfotech.com>; Pranjal Agarwal <Pranjal.Agarwal@Intinfotech.com>; JuhiM Thakur <JuhiM.Thakur@Intinfotech.com>
Subject: Selection Process & Eligibility Criteria - Year 2022 batch (Engineering)
Importance: High

Dear Academia partner,

Greetings from LTI...!!!

It was a pleasure to e-Connect with you today.

As discussed, attached is the Selection Process & Eligibility Criteria deck – Year 2022 batch hiring (Engg.) for your reference.

The 'Hiring slot confirmation form' will be shared across by tomorrow EOD.

Looking forward to a long and fruitful association with your Institute...!

Warm Regards,

Nikhil A. Govekar

Director - Campus Recruitment, L&OD



From: Nikhil Govekar
Sent: Wednesday, August 4, 2021 3:27 PM
Cc: Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Ritika Kanojia <Ritika.Kanojia@Intinfotech.com>; Jay Shah <JayH.Shah@Intinfotech.com>; Pranjal Agarwal <Pranjal.Agarwal@Intinfotech.com>; Niranjan Kale <Niranjan.Kale@Intinfotech.com>; JuhiM Thakur <JuhiM.Thakur@Intinfotech.com>
Subject: Meeting Invite details - TPO eConnect Tomorrow, 5th August 2021 @3:00 pm (For shortlisted Institutes Only)
Importance: High

Dear Academia Partner,

Greetings from LTI!!!

We thank you for your confirmation to attend the TPO eConnect session for Year-2022 batch hiring.

When?

- Tomorrow, 5th Aug' 2021 @3:00 PM

Where?

- Meeting Invite shared below:

Microsoft Teams meeting

Join on your computer or mobile app

Click here to join the meeting

[Learn More | Meeting options](#)

Agenda?

- To understand the Campus hiring strategy for Year-2022 batch pass-outs

Few pointers to note:

- This session is dedicated for a discussion on the strategic aspects only. All queries which are operational and non-strategic will be addressed in a separate forum.
- The eConnect will start sharp @3pm tomorrow at the given MS Teams link
- This will be an Audio connect. (No Webcam required)
- You are requested to append your College name while signing-in to the session
- Participation for this session is for TPO's only against invitation by LTI
- All questions shared from your end in the participation form will be addressed during the interaction

Appreciate your constant support ... Looking forward to e-meet you tomorrow..!

Warm Regards,

Nikhil A. Govekar

Director - Campus Recruitment, L&OD



From: Nikhil Govekar

Sent: Tuesday, August 3, 2021 8:03 PM

Cc: Priyanka Allen <Priyanka.Allen@Intinfotech.com>

Subject: Gentle Reminder: You are invited - TPO eConnect on 5th August 2021 @3:00 pm (For shortlisted Institutes Only)

Importance: High

Dear Academia Partner,

Greetings from LTI!!!

Trust you are safe and doing good...!

A gentle reminder to share your participation response for LTI's TPO e-connect on **5th Aug' 2021 @3:00 PM** at the below given link.

[Participation Form - LTI's TPO e-connect](#)

Looking forward to e-meet you.

Kindly ignore this reminder if already registered.

Warm Regards,

Nikhil A. Govekar

Director - Campus Recruitment, L&OD



From: Nikhil Govekar

Sent: Friday, July 30, 2021 12:47 PM

Cc: Priyanka Allen <Priyanka.Allen@Intinfotech.com>; Ritika Kanojia <Ritika.Kanojia@Intinfotech.com>; Jay Shah <JayH.Shah@Intinfotech.com>; Niranjana Kale <Niranjana.Kale@Intinfotech.com>; Priyanka Allen <Priyanka.Allen@Intinfotech.com>; JuhiM Thakur <JuhiM.Thakur@Intinfotech.com>; Sagar Verma <Sagar.Verma@Intinfotech.com>

Subject: You are invited - TPO eConnect on 5th August 2021 @3:00 pm (For shortlisted Institutes Only)

Importance: High



Warm Regards,

Nikhil A. Govekar

Director - Campus Recruitment, L&OD



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The contents of this e-mail and any attachment(s) may contain confidential or privileged information for the intended recipient(s). Unintended recipients are prohibited from taking action on the basis of information in this e-mail and using or disseminating the information, and must notify the sender and delete it from their system. LTI will not accept responsibility or liability for the accuracy or completeness of, or the presence of any virus or disabling code in this e-mail"



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"SAVE PAPER. Good for your planet. Good for your Business"

3 attachments



image002.jpg
48K



Final Selects_JECRC.xlsx
14K



Eligibility Criteria_Year 2022_Engineering.pdf
107K

S NO	Gender	Candidate Name	Email ID	Mobile Number	College	Degree	Branch	Year of Passing	Clearance Level
1	Ms	Deeksha Daga	deekshadaga2014@gmail.com	9314958925	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-3
2	Mr	Detroja Pradeep Kumar	detrojapradeep11@gmail.com	8866766954	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-3
3	Ms	Tamanna Mahnot	tamannamahnot@gmail.com	9784718973	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
4	Mr	Eshan chaturvedi	chaturvedieshan@gmail.com	8827867807	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
5	Ms	Kanchan Jeswani	kanchanjeswani2000@gmail.com	6377424673	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
6	Mr	Aman Kedia	amankedia.it22@gmail.com	8559999919	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-2
7	Mr	MRIDUL KHANDEL WAL	mridulkhandelwal.it22@jecrc.ac.in	9636017357	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-2
8	Mr	Mehul Kulshrestha	mehul20042001@gmail.com	6350055243	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
9	Mr	Nalin Goyal	nalingoyal094@gmail.com	8387910244	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
10	Mr	Abhinav Gupta	abhi30092000.ag@gmail.com	9727675175	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-2
11	Ms	Shruti Jain	shrutijain2000005@gmail.com	6378041458	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1

12	Mr	Shubh Gupta	guptashubh1717@gmail.com	9950199416	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
13	Ms	Aashima Jain	aashima19jain@gmail.com	8209398402	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
14	Ms	Samiksha Jain Bajaj	samikshajain0907@gmail.com	7023477559	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
15	Ms	Poorvi Agarwal	poorviagarwal213@gmail.com	9079813561	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
16	Ms	khushi	khushi321001@gmail.com	7878530767	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
17	Mr	Atul Sisodiya	atulgo7597898107@gmail.com	7427071757	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
18	Mr	Aryan Chungal	aryanchungal.it22@gmail.com	6377644651	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-1
19	Mr	Shivang Sharma	sharma27092001@gmail.com	8947967982	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
20	Ms	Bhavika Mittal	bhavikamittal57@gmail.com	9079627642	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
21	Mr	Harshit Sachdeva	harshitsachdeva.it22@jecrc.ac.in	9001140207	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-1
22	Ms	Chhaya Agarwal	chhayaagarwal.ec22@jecrc.ac.in	8290887487	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1

23	Ms	Muskan Maheshwari	muskeshav@gmail.com	9587223500	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
24	Mr	Ujjawal Karn	ukarn124@gmail.com	7990954214	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
25	Mr	Pallav Jain	pallav.jain.7774@gmail.com	6377069192	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
26	Mr	Naveen Kumar	1501naveenkumar@gmail.com	8503958618	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
27	Ms	RITIKA SHARMA	ritikasharma.ece22@jecrc.ac.in	6376306040	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1
28	Ms	Ayushi Bansal	bayushi025@gmail.com	6397738207	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
29	Mr	Danny Gupta	dannygupta5@gmail.com	9875151065	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
30	Mr	Divyansh Kumar Jangir	divyanshjangir141@gmail.com	8107960983	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
31	Ms	Netrica Gupta	netrica.gupta@gmail.com	8077378825	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
32	Mr	Dharmvatsal Singh Chouhan.	cdharmvatsal89@gmail.com	9664499312	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1

33	Mr	Sarthak Agrawal	sarthakagrawal.ece22@jecrc.ac.in	8630072214	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1
34	Mr	Piyush Kothari	piyushkothari.it22@jecrc.ac.in	9799496193	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-1
35	Ms	Mansi Rani Sarkar	mansisarkar4@gmail.com	9521084209	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
36	Mr	Amit Agarwal	amitagarwal974@gmail.com	8955918800	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
37	Mr	Arihant Jamar	jammarh@gmail.com	9004963674	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
38	Ms	Arushi	arushijain.ece22@jecrc.ac.in	9414236288	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1
39	Ms	Muskan Bhalawat	muskanjain912001@gmail.com	9462570411	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
40	Mr	Abhishek Jain	abhishekjain.ece22@jecrc.ac.in	7425039053	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1
41	Mr	Abhishek Sahu	abhisahugm007@gmail.com	7792811237	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
42	Ms	Vanshika Goyal	goyalvanshika12@gmail.com	8741863217	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1

43	Mr	prashant suthar	prashantsuthar777@gmail.com	9358459591	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
44	Ms	Priyanka mundra	mundrapriyanka22@gmail.com	9929082759	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
45	Ms	Aishwarya Choathani	aishwaryachoathani495@gmail.com	6376708340	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
46	Mr	Aman Dakhera	amandakhera.it22@gmail.com	8432484325	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-1
47	Ms	Shikha Jain	shikhajain.ece22@jecrc.ac.in	9782901801	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Electronics and Communication Engineering	2022	Level-1
48	Mr	Vaibhav Sharma	vaibhavsharma7062@gmail.com	7062885280	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
49	Mr	Aman Agarwal	amanagarwal.it22@jecrc.ac.in	9829026408	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Information Technology	2022	Level-1
50	Mr	Ashish Khoda	ashishkhoda.0505@gmail.com	8209470638	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
51	Ms	khushi sharma	khushi1673@gmail.com	6376940985	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
52	Mr	Vipul Goyal	govipul890@gmail.com	6376632108	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
53	Mr	Ayush Sharma	sharmaayush942000@gmail.com	7014064327	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1

54	Mr	Vinit Jain	jainvinit7428@gmail.com	9119146981	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1
55	Mr	Shubh Agrawal	shubh.3483@gmail.com	9460997799	Jaipur Engineering College & Research Centre, Jaipur	BTECH	Computer Science	2022	Level-1

Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: Aishwarya Choathani

College: Jaipur Engineering College & Research Centre, Jaipur

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Aishwarya Choathani,

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

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

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

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-4**'.
12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

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

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

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus
Recruitment, Learning
& OD

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

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

Medical Insurance Premium

The Group Medclaim Policy of Company covers trainee, employee and Spouse & upto 2 dependent children (below 25 yrs of age) for maximum amount of Rs. 3,00,000/- p.a.
 Trainees will not be eligible for any other assistance towards domiciliary treatment other than the medical allowances.

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate(of all courses) must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature:

Name:

Institute Name:

Mobile No:

ANNEXURE-3

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

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

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

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

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

Medical Insurance Premium:

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

Notes:

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

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

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: Arihant Jammar

College: Jaipur Engineering College & Research Centre, Jaipur

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Arihant Jammar,

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

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

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

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-4**'.
12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

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

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

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus
Recruitment, Learning
& OD

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

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

Medical Insurance Premium

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

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate(of all courses) must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature:

Name:

Institute Name:

Mobile No:

ANNEXURE-3

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

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

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

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

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

Medical Insurance Premium:

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

Notes:

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

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

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Date: October 14, 2021

Ref: LTI/HR/EN3/Campus/2022

Name: khushi

College: Jaipur Engineering College & Research Centre, Jaipur

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear khushi,

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

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

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

7. All Annexures appended herewith shall form an integral part of this letter.
8. Your engagement with the Company will be governed by the rules, regulations and policies of the Company in effect.

9. The terms and conditions mentioned above are subject to change at any time at sole discretion of the Company and as per business demands without prior notice.
10. According to the standard practice of our Company, you will treat the above terms of this letter as strictly confidential.
11. Post successful completion of 3 months and subject to joining the Company, your annual CTC including all benefits will be as per the details mentioned in '**Annexure-4**'.
12. As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining Company. You are therefore requested to complete the Company training which will be communicated to you separately. Company has made significant investments into these learning and development programs for your professional development and therefore would urge you to actively participate in the trainings and complete them with at least the minimum score required. The evaluations of your performance in these trainings will be used to allocate you on various projects and the results would also impact your date of joining.

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

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

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Nikhil Govekar
Director - Campus
Recruitment, Learning
& OD

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

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

Medical Insurance Premium

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

ANNEXURE-2

Eligibility Criteria for Engineering - Year 2022 Batch	
Qualification	B.E./B.Tech.
Branches:	All Branches
Age Criteria: As on 1st July of Passing year (2022)	Less than 24 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.
Course must complete in:	4 years
SSC, HSC/Diploma (if applicable) Percentages / CGPA:	60% & Above OR Equivalent CGPA NOTE: <ul style="list-style-type: none"> SSC /HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For Diploma Holders, <u>final semester</u> should have cleared in <u>FIRST ATTEMPT</u> only. For candidates pursuing HSC and Diploma(both),marks scored in the Diploma course will be taken into consideration.
Graduation, Post-Graduation Percentages/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA <ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule) Conversion from CGPA into Percentage must be calculated as per your respective University norms Provisional/Passing Certificate(of all courses) must state First class
Re-attempts/ATKTs /Backlogs/Arrears: (Diploma, Graduation, Post Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed at the time of the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u> All final semester subjects <u>must be attempted and cleared in the First Attempt</u> (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) Backlogs include Reattempts/ATKTs/Arrears in all appeared subjects irrespective of the exemption rules implemented by the College/University. This also includes Internal, External, Oral/Verbal/Practical Re-attempt/ATKTs/Backlogs/Arrears and re-attempts due to Absenteeism. Re-exam (Supplementary or Additional exams) given soon after the main exam is also considered as a Re-attempt/ATKT/Backlog/Arrear.
Nature of Course:	All Full Time courses Only
Year of Passing:	2022 SUMMER Pass outs Only
Citizenship:	Resident Indian Citizens Only
Your College/Institution MUST be:	UGC / AICTE Approved ONLY
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization

Self Declaration :

1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of employment.
2. I am aware that this recruitment process is completely free of cost.
3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement.
5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement
6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my current interview process.

Candidate Signature:

Name:

Institute Name:

Mobile No:

ANNEXURE-3

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

- A. Duly acknowledged copy of the Graduate Engineer Trainee Offer Letter.
- B. Non-Disclosure Agreement.
- C. Two copies of your recent passport size photograph with white background.

Attested copies of the following

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

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

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

Medical Insurance Premium:

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

Notes:

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

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

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

Date: March 11, 2022

Ref: LTI/HR/Campus/NE6/2022

Name: Rishabh Soneja

College: Jecrc University

OFFER OF EMPLOYMENT

Dear Rishabh Soneja,

Welcome to LTI (hereinafter referred as the "Company"). Congratulations on successfully completing our initial selection process and being selected as **Associate Trainee**.

During the initial training period, your CTC including all benefits will be **Rs.3,14,000/-** as per the details mentioned in '**Annexure-1**'.

You will also be issued a detailed 'Letter of Appointment' at the time of your joining LTI subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'.

In the event that the compensation package requires restructuring in order to comply with the proposed Code on Social Security, 2020, your compensation will be restructured in a manner that will be cost neutral for the Company.

The date of commencement of training and venue for reporting will be intimated to you in advance.

During the training period, you will be continuously appraised and your confirmation is subjected to your performance during this period.

As a part of your transition from campus to corporate world, you may be engaged in various learning and development programs prior to your joining LTI. You are therefore requested to actively participate in such programs and add maximum value to your professional and personal growth.

TERMS AND CONDITIONS

1. Increments and Promotions

Your performance and contribution to LTI will be an important consideration for your salary increments, promotions and your career progressions which is subject to Company's policy and guidelines in force.

2. Overseas Deputation/International Assignment

It would be to your advantage to possess a valid passport and driving license. In case you do not already have one, you are required to apply for the same at your own expense.

Based on the business requirements and your performance, you may be given an International Assignment subjected to the guidelines defined by the Company.

3. Documents

Your offer is subject to you submitting all the mandatory documents at the time of joining, the details of which will be intimated to you prior to your joining LTI. You may also need to submit other such documents as Company deems fit from time to time.

4. Background Verification

As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your current / previous employment history (if applicable), educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, you are liable to be terminated, apart from other legal action being initiated against you.

5. Letter Acceptance

If the above stated terms and conditions are acceptable to you, kindly upload an acknowledged scanned soft copy of this 'Offer of Employment' on the **CampBuzz Portal** (<https://campbuzz.lntinfotech.com>) and register your credentials therein within seven(7) days from the date of this letter. If you do not register your credentials within the above period, the aforesaid offer automatically stands cancelled.

Post registration on the CampBuzz portal, if you do not join on the date intimated to you, the aforesaid offer will be cancelled at the discretion of LTI.

Your employment will be governed by the rules, regulations and policies of the Company in effect.

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

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

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

Yours faithfully,

For Larsen & Toubro Infotech Ltd.



Ashish Naik
Associate Director -
Talent Acquisition

I have read the letter and accept the same.

Signature and Date

ANNEXURE-1

Name : Rishabh Soneja			Date : March 11, 2022		
Salary Grade : AT1					
Components		Rs. p.a.		Rs. p.m.	
Basic				15,000	
Bouquet of Benefits				6,015	
Bonus				1750	
A. Base Salary (PA)		273,180		22,765	
Annual Incentive		0			
B. Total Variable (PA)		0			
C. Total Target Cash (A+B)		273,180			
Provident Fund (PF)		21,600		1,800	
Gratuity		8,664		722	
Mediclaime Premium		10,556			
D. Retirals & Other Benefits		40,820			
Cost to Company (CTC) C+D		314,000			

Medical Insurance Premium:

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

Group Term Life Insurance (GTLI):

There shall be a deduction of GTLI premium from your monthly salary to cover you under this Program. In case you choose to opt out of this Insurance program, you shall voluntarily to do so in December every year.

Notes:

- 1) Basic will be reckoned for PF, Gratuity (If applicable) and Leave Encashment as per rules.
- 2) H.R.A. will be deducted for accommodation (if any) provided by the Company.
- 3) You are covered under the ESIC Act and there will be statutory deductions as per the ESI Policy.
- 4) The Company can set off or make appropriate adjustment from Bouquet of Benefits towards bonus payable, if any, subsequent to the amendments of payment of Bonus Act.
- 5) The PF amount shown is the Employer's contribution. An equal amount will be deducted as Employee's contribution.
- 6) The eligibility for payment of Gratuity is a minimum of five years of service in the Company.
- 7) The Annual Incentive(AI) will be payable after confirmation. Those rated at the lower end of the performance band as per company policy, will not be eligible for the same.
- 8) Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time. For all salary components refer to the respective policy documents.

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

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

*Balance amount under BoB will be paid as Adhoc Allowance per month and will be fully taxable.
-You are required to declare your options under BoB in the SSC Portal.The guidelines relating to BoB are available under HR Policies.
- Income Tax will be deducted at source wherever applicable as per Income Tax Rules.
- Any or all of the above allowances may be altered / withdrawn at the sole discretion of the management and the payment of allowances will be governed by the rules and regulations of the Company as may be applicable from time to time.

ANNEXURE-2

Eligibility Criteria for Non-Engineering Candidates - Year2022 Batch		
Qualification	BSC,BCA,BCS,BBA (CA, CS, CB, DC)	Diploma
Branches:	Computer Science/Information Technology/Information science and Electronics	
Age Criteria: As on 1st July of Passing year (2022)	Less than 23 years	Age >= 18 years and less than 21 years
Academic Gap:	Academic gap allowed <u>only after the completion</u> of the entire course i.e after SSC/after HSC or Diploma. No Year drop allowed.	
Course must complete in:	3 Years	
SSC, HSC Percentage / CGPA:	50% & Above OR Equivalent CGPA	
	NOTE: <ul style="list-style-type: none"> SSC/HSC should have cleared in <u>FIRST ATTEMPT</u> only. Re-exam (Supplementary or Improvement exams) given soon after the Main exam will NOT be considered. For candidates pursuing HSC and Diploma(both), marks scored in the Diploma course will be taken into consideration 	
Diploma/Graduation Percentage/CGPA:	Aggregate of 60% & Above <u>OR</u> Equivalent CGPA	
	<ul style="list-style-type: none"> For the interview process, an aggregate of 60% & above <u>till the results of the last conducted examination</u> will be considered. Aggregate of 60% & above or equivalent CGPA <u>must be obtained</u> after declaration of final semester results 	
	Includes aggregate of all semesters AND all appeared subjects (irrespective of the University rule)	
	Conversion from CGPA into Percentage must be calculated as per your respective University norms	
	Provisional/Passing Certificate must state First Class	
Re-attempts/ATKTs /Backlogs/Arrears (Diploma, Graduation)	<ul style="list-style-type: none"> No active/live backlogs allowed during the interview process All backlogs (if any) must be cleared <u>with the final semester exams</u>. All final semester subjects must be attempted and cleared in the First Attempt (No Re-attempts/ATKTs/Backlogs/Arrears allowed in the final semester of any course) 	
	<ul style="list-style-type: none"> No Re-attempts/ATKTs/Backlogs/Arrears allowed in the <u>final semester of any course</u>. Any pending Re-attempts/ATKTs/Backlogs/Arrears <u>in the current course</u> (obtained after the interview process) must be attempted and cleared with the final semester examinations 	
Nature of Course:	All Full Time courses Only	
Year of Passing:	2022 SUMMER Pass outs Only	
Citizenship:	Resident Indian Citizens Only	
Your College/Institution MUST be:	UGC / AICTE /State Board Approved ONLY	
Pre-Employment Verification:	Not been involved in any court proceedings and/or convicted for any offence	
Pre-Employment Medical Certificate:	Submitting a Medical Certificate of Fitness(in the format prescribed by LTI) at time of joining, which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS	
Training phase:	The period of training (classroom/virtual) and the subsequent technology tracks assigned for training are purely subjected to the business requirements. Non-performance during training/on the job phase is subjected to separation from the organization	
Eligibility for Maternity Leave:	As per the Maternity Benefit Act, 1961, employee would be entitled for maternity leave if she has worked for a minimum of 80 days in the organization in the twelve months immediately preceding the date of her expected date of delivery	

Self Declaration :

- 1. I hereby declare that I meet ALL the eligibility criteria exactly as stated above and agree to abide by all the terms of hiring.
- 2. I am aware that this hiring process is completely free of cost
- 3. I am aware that I may be subjected to immediate action by the company at any time during or after the Interview/Selection/Joining if found hiding any information/producing incorrect information or not meeting all the criteria mentioned above.
- 4. I am flexible to work at any LTI Development Center/ Customer Site/ Partner premise as per business requirement
- 5. I am flexible to work in any technology/domain/workshift assigned to me based on the business requirement.
- 6. I confirm that I have NOT appeared for any LTI interview process anywhere in the past 6 months from the date of my interview process.
(If found so, LTI may take immediate action and cancel the candidature at ANY stage)

Candidate Signature: _____

Name: _____

Institution Name: _____

Mobile No: _____

Date: February 24, 2022

Ref: LTI/HR/EN9/Campus/2022

Name: Ujjwal Priyank

College: Jaipur Engineering College & Research Centre, Jaipur

LETTER OF OFFER FOR GRADUATE ENGINEER TRAINEE

Dear Ujjwal Priyank,

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

1. During the training period (includes classroom and on the job training) of 3 months, your Stipend including all benefits will be **Rs.25000** as per the details mentioned in '**Annexure-1**'.
2. All payments made to you would be subject to deduction of applicable taxes at source (TDS). Your remuneration is strictly confidential between you and the Company and should not be discussed with anyone nor divulged to anyone in any manner whatsoever, except with the prior consent of the Company.
3. You are required to register yourself as an 'apprentice' on the apprenticeship portal <http://www.mhrdnats.gov.in> within [7] days from the date of this offer or once your final semester is completed as applicable. You shall be required to accept the offer on the portal site as well.
4. You will also be issued a detailed Letter of Appointment as Graduate Engineer Trainee subject to you meeting the eligibility criteria as mentioned in '**Annexure-2**'. Your appointment is in accordance with the Apprentices Act, 1961.
5. **Documents** - Your offer is subject to you submitting all the mandatory documents at the time of joining. You may also need to submit other such documents as Company deems fit from time to time. In order to facilitate the joining process, we require documents in original from your end, which are mentioned in '**Annexure-3**'.
6. **Background Verification** - As a part of background verification, we need your acknowledgement and authorization to undertake necessary background verification through internal or external agencies. These are including but not limited to your educational / professional credentials/medical background and other background checks. If any discrepancy is discovered after you have joined the Company or during background verification, this offer shall stand withdrawn, apart from other legal action being initiated against you.

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



MS INTERIO

ENHANCE YOUR LIVING

+91 95498 99988
120-B, 3rd Floor, New Atish Market, Jaipur , Raj. 302019

Dear Ms. Shruti Yadav,

We are pleased to offer you full-time employment with MS Interio in the position of Junior Interior Designer, starting on 19/09/2022. In this position, you will report to Sanchit Jain at 120-B, 3rd Floor, New Atish Market, Jaipur. We believe you will be a great addition to our team!

The starting base salary for this position is 11,000/- INR to be paid monthly by Cheque/NEFT starting on 01/10/2022. In addition to this starting pay you will receive monthly bonuses, which includes :-

* 5% on consultancy projects of 1,00,000/- INR or more.

(This bonus is subject to successful onboarding of client)

* 1% on Turnkey projects of 3,00,000/- INR or more.

(This bonus is subject to successful onboarding of client)

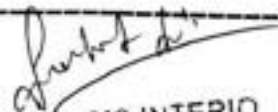
Your employment with MS Interio is "at will," which means you or the company may terminate our employment relationship after giving prior notice of 15 days.

Please confirm your acceptance of this offer by signing and returning this letter by 26/09/2022.

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Regards,
Sanchit Jain
Founder

[Authorized Signature]


For MS INTERIO

PROPRIETOR

[Candidate's Signature]



OFFER LETTER

10/05/2022

Mahendra Jangid
Jaipur (Raj)

Dear Mahendra,

We are pleased to offer you position of **Junior Interior Designer** at **Map Interiors** with a start date of **10 May 2022**. You will be reporting directly at Map Interiors, Shop no. 3 , Model town A, jagatpura road, Malviya nagar, Jaipur. We believe your skills and experience are an excellent match for our company.

The annual starting salary for this position is **Rs.15000** to be paid on monthly basis by (direct deposit) starting on 10" May 2022.

Your employment with Map Interiors will be on an at-will basis, which means you and the company are free to terminate the employment relationship at any time for any reason with a prior notice of one month. This letter is not a contract or guarantee of employment for a definitive period of time.

Please confirm your acceptance of this offer by signing and returning

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,
AR. Ambalal suthar
[Principal Architect]



MEDITAB®

Empowering the Business and Personal Healthcare

28 October 2021

Dear Mr. Aman Kumar,

Subject: Offer Letter

With reference to your application and subsequent discussions with us, we are pleased to offer you the position of **Programmer Analyst Trainee**. A detailed appointment letter will be issued to you after your joining and on completion of the necessary formalities.

Your date of joining will be **on or before January 2022**. On receipt of this letter, kindly send your acceptance within three days from the date of issue of this letter. This offer stands valid only till that time. The terms and conditions of your employment are as follows:

- By signing this, it is understood that effective from the date of joining you will be serving with us for 36 months with the following conditions:
 1. An amount equivalent to 20% of your salary will be deducted from your salary every month, the accumulated amount will not exceed Rs. 1,50,000/-. The accumulated amount will be given to you (without interest) at the end of your 36 months of service. In the event you leave Meditab during this period of 36 months, you will be liable to pay us the amount calculated as:
 $\text{Rs. } 1,50,000 - (20\% \text{ of your salary} * \text{number of months in Meditab employment})$
- The first 3 months of your employment will be training period followed by 3 months of Probation period. Only upon successful completion of your Training and Probation period shall your services be confirmed with the organization.

We think it is pertinent, at this juncture, to bring to your knowledge that subsequent to your joining, you will be required to sign a confidentiality agreement not to disclose any confidential information at any time during or after your employment.

For a period of three (3) years (the "Non-Competition Period") after resignation or termination, you will not, either individually or in conjunction with any other person(s) or business entity or in any other manner whatsoever, have interest in, or enter into employment with any of the Corporation's clients, Value Added Reseller, Competitor(s) and/or vendor. You agree that you will not attempt to establish business relation with any of the company's Clients, Value Added resellers, competitors and/or vendors. You also agree that you will not attempt to directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce any employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

For Meditab Software (India) Pvt Ltd,

Nirali

Human Resource Team

I hereby agree that I will perform my duties at Meditab Software (India) Pvt. Ltd.

Accepted

Aman

On Tue, Nov 16, 2021 at 11:15 AM Sana HR <sana.hr@jecrc.ac.in> wrote:

Dear all,

Good Morning! Hope you are doing well

We are glad to share that 20 students got offered in the Meditab Software (US Healthcare IT services) at the package of 4.25 LPA. Request you all to please convey the below students about their selections and update the same in the database of respective departments.

Thank you all for all your support throughout the process.

S#	Full Name	University Roll No	Branch	Campus
1	Shivam Gupta	18BCON011	CSE	JECRC University
2	Sahil Bhardwaj	18BCON116	CSE	JECRC University
3	Pulastya Sharma	18BCON401	CSE	JECRC University
4	Aman Kumar	18BCON586	CSE	JECRC University
5	Harshit Singhal	18BCON095	CSE	JECRC University
6	Somil Jain	18BCON346	CSE	JECRC University
7	Shubham Srivastava	18EJCEC151	ECE	JECRC
8	Lokesh Mundra	18EJCCS091	CSE	JECRC
9	Nitin Kumar	18EJCEC101	ECE	JECRC
10	Kritik Yadav	18EJCCS729	CSE	JECRC
11	Avinash Shrangee	18EJCCS718	CSE	JECRC
12	Yash Ojha	18EJCIT990	IT	JECRC
13	Himanshu Kapoor	18EJCEC064	ECE	JECRC
14	Vikash kumar	18BCON311	CSE	JECRC University
15	Prateek Rajput	18BCON671	CSE	JECRC University
16	Sawan Murari	17BCON254	CSE	JECRC University
17	Sumit kumar	18EJCEC156	ECE	JECRC
18	Gagan Dwivedi	18BCON578	CSE	JECRC University
19	Digvijay Singh	18EJCEC050	ECE	JECRC
20	Vinit khandal	18EJCEC168	ECE	JECRC

Best Regards

S.M. Sana | Asst. Manager HR-Placement Cell | Jaipur Engineering College & Research Centre

Email: sana.hr@jecrc.ac.in | Site: www.jecrcfoundation.com

Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sangarer Sadar Thana Tonk Road 302022 Rajasthan India



MEDITAB

Improving the Business and Delivery of Healthcare

28 October 2021

Dear Mr. Pulastya Sharma,

Subject: Offer Letter

With reference to your application and subsequent discussions with us, we are pleased to offer you the position of **Programmer Analyst Trainee**. A detailed appointment letter will be issued to you after your joining and on completion of the necessary formalities.

Your date of joining will be **on or before January 2022**. On receipt of this letter, kindly send your acceptance within three days from the date of issue of this letter. This offer stands valid only till that time. The terms and conditions of your employment are as follows:

- By signing this, it is understood that effective from the date of joining you will be serving with us for 36 months with the following conditions:
 1. An amount equivalent to 20% of your salary will be deducted from your salary every month, the accumulated amount will not exceed Rs. 1,50,000/-. The accumulated amount will be given to you (without interest) at the end of your 36 months of service. In the event you leave Meditab during this period of 36 months, you will be liable to pay us the amount calculated as:
Rs.1,50,000 – (20% of your salary * number of months in Meditab employment)
- The first 3 months of your employment will be training period followed by 3 months of Probation period. Only upon successful completion of your Training and Probation period shall your services be confirmed with the organization.

We think it is pertinent, at this juncture, to bring to your knowledge that subsequent to your joining, you will be required to sign a confidentiality agreement not to disclose any confidential information at any time during or after your employment.

For a period of three (3) years (the "Non-Competition Period") after resignation or termination, you will not, either individually or in conjunction with any other person(s) or business entity or in any other manner whatsoever, have interest in, or enter into employment with any of the Corporation's clients, Value Added Reseller, Competitor(s) and/or vendor. You agree that you will not attempt to establish business relation with any of the company's Clients, Value Added resellers, competitors and/or vendors. You also agree that you will not attempt to directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce any employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

For Meditab Software (India) Pvt Ltd,

Nirali

Human Resource Team

I hereby agree that I will perform my duties at Meditab Software (India) Pvt. Ltd.

Accepted

Meditab Software (I) Pvt. Ltd. • 219/A, 2nd floor, Kalasagar shopping hub,
Opp. sattadhar saibaba temple, Ghatlodia, Ahmedabad - 380061.
Ph.: (079) 65443811 • hrindia@meditab.com • www.meditab.com



MEDITAB®

Improving the Business and Delivery of Healthcare

27 October 2021

Dear **Mr. Sahil Bhardwaj**,

Subject: Offer Letter

With reference to your application and subsequent discussions with us, we are pleased to offer you the position of **Programmer Analyst Trainee**. A detailed appointment letter will be issued to you after your joining and on completion of the necessary formalities.

Your date of joining will be **on or before June 2022**. On receipt of this letter, kindly send your acceptance within three days from the date of issue of this letter. This offer stands valid only till that time. The terms and conditions of your employment are as follows:

- By signing this, it is understood that effective from the date of joining you will be serving with us for 36 months with the following conditions:
 - I. An amount equivalent to 20% of your salary will be deducted from your salary every month, the accumulated amount will not exceed Rs. 1,50,000/-. The accumulated amount will be given to you (without interest) at the end of your 36 months of service. In the event you leave Meditab during this period of 36 months, you will be liable to pay us the amount calculated as:
Rs.1,50,000 – (20% of your salary * number of months in Meditab employment)
- The first 3 months of your employment will be training period followed by 3 months of Probation period. Only upon successful completion of your Training and Probation period shall your services be confirmed with the organization.

We think it is pertinent, at this juncture, to bring to your knowledge that subsequent to your joining, you will be required to sign a confidentiality agreement not to disclose any confidential information at any time during or after your employment.

For a period of three (3) years (the “Non-Competition Period”) after resignation or termination, you will not, either individually or in conjunction with any other person(s) or business entity or in any other manner whatsoever, have interest in, or enter into employment with any of the Corporation’s clients, Value Added Reseller, Competitor(s) and/or vendor. You agree that you will not attempt to establish business relation with any of the company’s Clients, Value Added resellers, competitors and/or vendors. You also agree that you will not attempt to directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce any employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

For Meditab Software (India) Pvt Ltd,

Human Resource Team

I hereby agree that I will perform my duties at Meditab Software (India) Pvt. Ltd.

Accepted _____



MEDITAB

Improving the Business and Delivery of Healthcare

Date: 6th January 2022

Subject: Appointment Letter

Dear Mr. Sawan Murari,

With reference to your application and subsequent interview with us, we are pleased to appoint you as **Support and Implementation Analyst Trainee** w.e.f 3rd January 2022 in our organization on the following terms and conditions.

Salary: Your gross salary including all benefits will be Rs. 4,25,000/- per annum. Annexure – I provides break-up of the compensation package.

Training Period:

Depending on your performance, minimum first 3 months of your employment will be the Training period and same can be extended up to 1 year.

Probation/Confirmation: After completion of your successful period of training you will be on probation for the initial period of 3 months.

During the probation of first three months your performance will be reviewed by the company and based on your evaluation of work either your probation will be extended for the further period of one year, if your services are found unsatisfactory by the company. If your services are found to be satisfactory, you will be made permanent employee by the written order of confirmation. Till your service is confirmed by the specific order of confirmation you shall continue to be in probation and in any event if your service is found unsatisfactory during further extended period of probation your services may be terminated at the end of the probation period and or automatically come to an end after the end of the probation period.

During the training and probation period, your services can be terminated with fourteen days of notice or by payment of 13 days' wages without assigning any reasons whatsoever. If your services are found satisfactory during the probation period, you will be confirmed in the present position and thereafter your services can be terminated on one months' notice and/or one month's notice pay on either side.

Termination of Contract:

On confirmation of services, contract can be terminated by either party by giving one months' notice on either side. Absence for a continuous period of ten days without prior approval of your superior, (including overstay on leave / training) would result in your losing your lien on the service and the same shall automatically come to an end without any notice or intimation.

Meditab Software (I) Pvt. Ltd. • 219/A, 2nd Floor, Kalasagar Shopping Hub,
Opp. Sattadhar Saibaba Temple, Ghatlodia, Ahmedabad - 380061.
Ph: (079) 40083811 • hrindia@meditab.com • www.meditab.com



MEDITAB

improving the Business and Well-being of Healthcare

Dear Mr. Shivam Gupta,

28 October 2021

Subject: Offer Letter

With reference to your application and subsequent discussions with us, we are pleased to offer you the position of **Programmer Analyst Trainee**. A detailed appointment letter will be issued to you after your joining and on completion of the necessary formalities.

Your date of joining will be **on or before January 2022**. On receipt of this letter, kindly send your acceptance within three days from the date of issue of this letter. This offer stands valid only till that time. The terms and conditions of your employment are as follows:

- By signing this, it is understood that effective from the date of joining you will be serving with us for 36 months with the following conditions:
 1. An amount equivalent to 20% of your salary will be deducted from your salary every month, the accumulated amount will not exceed Rs. 1,50,000/-. The accumulated amount will be given to you (without interest) at the end of your 36 months of service. In the event you leave Meditab during this period of 36 months, you will be liable to pay us the amount calculated as:
Rs.1,50,000 – (20% of your salary * number of months in Meditab employment)
- The first 3 months of your employment will be training period followed by 3 months of Probation period. Only upon successful completion of your Training and Probation period shall your services be confirmed with the organization.

We think it is pertinent, at this juncture, to bring to your knowledge that subsequent to your joining, you will be required to sign a confidentiality agreement not to disclose any confidential information at any time during or after your employment. For a period of three (3) years (the "Non-Competition Period") after resignation or termination, you will not, either individually or in conjunction with any other person(s) or business entity or in any other manner whatsoever, have interest in, or enter into employment with any of the Corporation's clients, Value Added Reseller, Competitor(s) and/or vendor. You agree that you will not attempt to establish business relation with any of the company's Clients, Value Added resellers, competitors and/or vendors. You also agree that you will not attempt to directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, solicit, or induce any employee of the Company with whom you had personal contact or supervised while performing your Job Duties, to terminate their employment relationship with the Company.

For Meditab Software (India) Pvt Ltd,

Human Resource Team

I hereby agree that I will perform my duties at Meditab Software (India) Pvt. Ltd.

Accepted _____

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Ph.: (079) 40083811 • hrindia@meditab.com • www.meditab.com

On Tue, Nov 16, 2021 at 11:15 AM Sana HR <sana.hr@jecrc.ac.in> wrote:

Dear all,

Good Morning! Hope you are doing well

We are glad to share that 20 students got offered in the Meditab Software (US Healthcare IT services) at the package of 4.25 LPA. Request you all to please convey the below students about their selections and update the same in the database of respective departments.

Thank you all for all your support throughout the process.

S#	Full Name	University Roll No	Branch	Campus
1	Shivam Gupta	18BCON011	CSE	JECRC University
2	Sahil Bhardwaj	18BCON116	CSE	JECRC University
3	Pulastya Sharma	18BCON401	CSE	JECRC University
4	Aman Kumar	18BCON586	CSE	JECRC University
5	Harshit Singhal	18BCON095	CSE	JECRC University
6	Somil Jain	18BCON346	CSE	JECRC University
7	Shubham Srivastava	18EJCEC151	ECE	JECRC
8	Lokesh Mundra	18EJCCS091	CSE	JECRC
9	Nitin Kumar	18EJCEC101	ECE	JECRC
10	Kritik Yadav	18EJCCS729	CSE	JECRC
11	Avinash Shrangee	18EJCCS718	CSE	JECRC
12	Yash Ojha	18EJCIT990	IT	JECRC
13	Himanshu Kapoor	18EJCEC064	ECE	JECRC
14	Vikash kumar	18BCON311	CSE	JECRC University
15	Prateek Rajput	18BCON671	CSE	JECRC University
16	Sawan Murari	17BCON254	CSE	JECRC University
17	Sumit kumar	18EJCEC156	ECE	JECRC
18	Gahan Dwivedi	18BCON578	CSE	JECRC University
19	Digvijay Singh	18EJCEC050	ECE	JECRC
20	Vinit khandal	18EJCEC168	ECE	JECRC

Best Regards

S.M. Sana | Asst. Manager HR-Placement Cell | Jaipur Engineering College & Research Centre

Email: sana.hr@jecrc.ac.in | Site: www.jecrcfoundation.com

Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sangarer Sadar Thana Tonk Road 302022 Rajasthan India

October 13, 2021

To,
Abhishek Tanwar
F5, Krishna Kaveri Niwas, 30-33, Shakti Nagar ,
R.K Puram, PIN:500056,
Secunderabad,
Telangana

Dear Abhishek ,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Abhishek Tanwar

TERMS OF EMPLOYMENT

I, **Abhishek Tanwar**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Abhishek Tanwar
F5, Krishna Kaveri Niwas, 30-33, Shakti Nagar ,
R.K Puram, PIN:500056,
Secunderabad
Telengana
E-Mail: abhishektanwar225@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if send post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Abhishek Tanwar

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Abhishek Tanwar, Son of Krishan Singh** resident of **F5, Krishna Kaveri Niwas, 30-33, Shakti Nagar , R.K Puram, PIN:500056, Secunderabad, Telengana** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Abhishek Tanwar



28-Dec-21

To,
Abhishek Vyas
111, Tehnal ,
Tehsil Shahpura,
Bhilwara - PIN: 311404,
Rajasthan

Dear Abhishek,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **01-Feb-22**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 501142** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 576142** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

DocuSigned by:

65B9B3D3338A48B

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

5AED7886CB73497

Abhishek Vyas



TERMS OF EMPLOYMENT

I, **Abhishek Vyas**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **01-Feb-22**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

Abhishek Vyas
111, Tehnal,
Tehsil Shahpura,
Bhilwara - PIN: 311404
Rajasthan
E-Mail: vyasabhi4411@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

DocuSigned by:

65B9B3D3338A48B...
Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:

5AE07888CB7349T...
Abhishek Vyas

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15500	186000
House Rent Allowance	6200	74400
Transportation Allowance	3000	36000
Executive Allowance	6650	79800
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
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(F) Other Benefits		
Gratuity		8942
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15942
Gross Annual Compensation (E+ F)		501142

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A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15500	186000
House Rent Allowance	6200	74400
Transportation Allowance	3000	36000
Executive Allowance	6650	79800
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8942
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15942
Gross Annual Compensation (E+ F)		576142

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595702/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **01-Feb-22** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Abhishek Vyas, Son of Suresh Vyas** resident of **111, Tehnal , Tehsil Shahpura, Bhilwara - PIN: 311404, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:
Esha Chowdhary
65B9B3D3338A48B

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:
Abhishek Vyas
5AEC7888C873467

Abhishek Vyas

December 28, 2021

To,
Ajay Pal Rawat
19, Narayan Vihar,
Near Gajji Baba Ki Dhani, Sanganer, PIN: 302029,
Jaipur,
Rajasthan

Dear Ajay Pal,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Ajay Pal Rawat

TERMS OF EMPLOYMENT

I, Ajay Pal Rawat, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Ajay Pal Rawat
19, Narayan Vihar,
Near Gajji Baba Ki Dhani, Sanganer, PIN: 302029,
Jaipur
Rajasthan
E-Mail: palrawatajay@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Ajay Pal Rawat

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Ajay Pal Rawat, Son of Pooran Mal Jangid** resident of **19, Narayan Vihar, Near Gajji Baba Ki Dhani, Sanganer, PIN: 302029, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Ajay Pal Rawat

October 13, 2021

To,
Akshay Sharma
18-B Shiv Nagar Colony,
Ajay Nagar,
Ajmer,
Rajasthan

Dear Akshay,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Akshay Sharma

TERMS OF EMPLOYMENT

I, Akshay Sharma, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Akshay Sharma
18-B Shiv Nagar Colony,
Ajay Nagar,
Ajmer
Rajasthan
E-Mail: akshay.sharma.8897@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Akshay Sharma

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Akshay Sharma, Son of Chander Prakash Sharma** resident of **18-B Shiv Nagar Colony, Ajay Nagar, Ajmer, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Akshay Sharma

December 28, 2021

To,
Balkrishan Gohil
Plot No. 66, Indra Colony,
Mantown,
Sawai Madhopur,
Rajasthan

Dear Balkrishan,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Balkrishan Gohil

TERMS OF EMPLOYMENT

I, Balkrishan Gohil, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Balkrishan Gohil
Plot No. 66, Indra Colony,
Mantown,
Sawai Madhopur
Rajasthan
E-Mail: balkrishangohil@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Balkrishan Gohil

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

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2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Balkrishan Gohil, Son of Arvind Gohil** resident of **Plot No. 66, Indra Colony, Mantown, Sawai Madhopur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Balkrishan Gohil



28-Dec-21

To,
Chandrashekhar Balotiya
Shivbari,
Bikaner City,
Bikaner,
Rajasthan

Dear Chandrashekhar,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **01-Feb-22**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

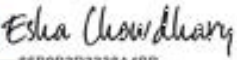
Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,


For Metacube Software Private Limited

DocuSigned by:

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Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

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Chandrashekhar Balotiya



TERMS OF EMPLOYMENT

I, **Chandrashekhar Balotiya**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **01-Feb-22**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

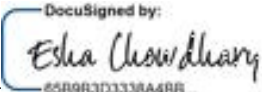
Chandrashekhar Balotiya
Shivbari,
Bikaner City,
Bikaner
Rajasthan
E-Mail: csbalotiya@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:


Esha Chowdhary
Head Human Resources

Employee:


Chandrashekhar Balotiya

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 519334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 594334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS **CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (hereinafter referred to as the ("**Agreement**") is made as of the **01-Feb-22** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Chandrashekhar Balotiya, Son of Sushil Kumar Balotiya** resident of **Shivbari, Bikaner City, Bikaner, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 **"Metacube Group Companies"** shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

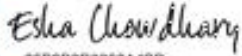
3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:

65B9B3D3338A488

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:

8EE506C30844D4

Chandrashekhar Balotiya



28-Dec-21

To,
Dhananjay Sharma
C-568,,
Azad Nagar,
Bhilwara-311001,
Rajasthan

Dear Dhananjay,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **01-Feb-22**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.


Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

DocuSigned by:

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Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

8914B19F1D0548T...

Dhnanjay Sharma



TERMS OF EMPLOYMENT

I, **Dhananjay Sharma**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **01-Feb-22**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

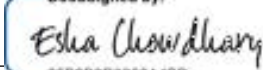
Dhananjay Sharma
C-568,,
Azad Nagar,
Bhilwara-311001
Rajasthan
E-Mail: dhananjay.sharma.29699@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

DocuSigned by:

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:

Dhananjay Sharma

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 519334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 594334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS **CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (hereinafter referred to as the ("**Agreement**") is made as of the **01-Feb-22** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Dhananjay Sharma, Son of Om Prakash Sharma** resident of **C-568,, Azad Nagar, Bhilwara-311001, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.


3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:

65B9B3D3338A48B

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:

8914B10F1C05487

Dhananjay Sharma

December 28, 2021

To,
Govind Saini
Ramu Patang Store, Near Teej Ki Police Chowki,
SCH. No. 1,
Alwar,
Rajasthan

Dear Govind,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Govind Saini

TERMS OF EMPLOYMENT

I, **Govind Saini**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Govind Saini
Ramu Patang Store, Near Teej Ki Police Chowki,
SCH. No. 1,
Alwar
Rajasthan
E-Mail: govindsaini70200@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Govind Saini

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Govind Saini, Son of Hari Saini** resident of **Ramu Patang Store, Near Teej Ki Police Chowki, SCH. No. 1, Alwar, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Govind Saini



28-Dec-21

To,
Harshit Maloo
C-279,,
Subhash Nagar,
Bhilwara (311001),
Rajasthan

Dear Harshit,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **01-Feb-22**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

DocuSigned by:

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Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

41D2E168365F43C...

Harshit Maloo



TERMS OF EMPLOYMENT

I, **Harshit Maloo**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **01-Feb-22**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

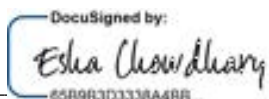
Harshit Maloo
C-279,,
Subhash Nagar,
Bhilwara (311001)
Rajasthan
E-Mail: harshitmaloo.official@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:


Esha Chowdhary
Head Human Resources

Employee:


Harshit Maloo

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 519334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 594334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS **CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (hereinafter referred to as the ("**Agreement**") is made as of the **01-Feb-22** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Harshit Maloo, Son of Kamal Nayan Maloo** resident of **C-279,, Subhash Nagar, Bhilwara (311001), Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 **"Metacube Group Companies"** shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:
Esha Chowdhary
65B9B3D3338A48B...

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:
Harshit
41D2E168365F43C...

Harshit Maloo



28-Dec-21

To,
Isha Bhansali
Block B Flat No.501, Mangaldeep Apartment,
G.T.Road Fazir Bazar Pin -711101,
Howrah,
West Bengal

Dear Isha,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **01-Feb-22**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 551854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 626854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

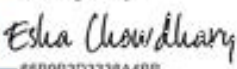
Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

DocuSigned by:

65B9B3D3338A4B8

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

124ADC4188C0A8A

Isha Bhansali



TERMS OF EMPLOYMENT

I, **Isha Bhansali**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **01-Feb-22**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:


Isha Bhansali
Block B Flat No.501, Mangaldeep Apartment,
G.T.Road Fazir Bazar Pin -711101,
Howrah
West Bengal
E-Mail: ishabhansali19@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:


Esha Chowdhary
Head Human Resources

Employee:


Isha Bhansali

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	5750	69000
Total (B)	10000	120000
(C) Total Monthly Salary (A+B)	42600	511200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		536200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		551854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 570334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	5750	69000
Total (B)	10000	120000
(C) Total Monthly Salary (A+B)	42600	511200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		611200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		626854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 645334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **01-Feb-22** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Isha Bhansali, Daughter of Ishar Chand Bhansali** resident of **Block B Flat No.501, Mangaldeep Apartment, G.T.Road Fazir Bazar Pin -711101, Howrah, West Bengal** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:

65B9B3D3338A48B

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:

734ADC4188C0AAA

Isha Bhansali

October 13, 2021

To,
Jatin Soni
Mukesh Kumar Soni, Near Nutan School ,
Shahpura,
Jaipur,
Rajasthan

Dear Jatin,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Jatin Soni

TERMS OF EMPLOYMENT

I, Jatin Soni, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Jatin Soni
Mukesh Kumar Soni, Near Nutan School ,
Shahpura,
Jaipur
Rajasthan
E-Mail: Jatinsoni72911@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Jatin Soni

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Jatin Soni, Son of Mukesh Kumar Soni** resident of **Mukesh Kumar Soni, Near Nutan School , Shahpura, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Jatin Soni

October 19, 2021

To,
Kajal Arya
Arya Sadan,
Rajgarh,
Alwar,
Rajasthan

Dear Kajal,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee QA Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 479654** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kajal Arya

TERMS OF EMPLOYMENT

I, **Kajal Arya**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kajal Arya
Arya Sadan,
Rajgarh,
Alwar
Rajasthan
E-Mail: Kajalarya086@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kajal Arya

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 447954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 497954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kajal Arya, Daughter of Purshottam Singh Arya** resident of **Arya Sadan, Rajgarh, Alwar, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kajal Arya

October 19, 2021

To,
Kapil Adwani
331,
Shankar Nagar, Brahmpuri ,
Jaipur,
Rajasthan

Dear Kapil,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 479654** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kapil Adwani

TERMS OF EMPLOYMENT

I, **Kapil Adwani**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kapil Adwani
331,
Shankar Nagar, Brahmpuri ,
Jaipur
Rajasthan
E-Mail: kapiladwani88@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kapil Adwani

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 447954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 497954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kapil Adwani, Son of Doolaram Adwani** resident of **331, Shankar Nagar, Brahmpuri, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kapil Adwani

January 22, 2022

To,
Kapil Jain
A-71 JDA Colony,
Malviya Nagar,
Jaipur,
Rajasthan

Dear Kapil,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee QA Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 479654** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kapil Jain

TERMS OF EMPLOYMENT

I, **Kapil Jain**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kapil Jain
A-71 JDA Colony,
Malviya Nagar,
Jaipur
Rajasthan
E-Mail: kapiljain0417@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kapil Jain

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 447954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 497954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

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1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kapil Jain, Son** of resident of **A-71 JDA Colony, Malviya Nagar, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any similar rights in any country, whether negotiable or not and also includes any applications for any of

the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kapil Jain

December 28, 2021

To,
Kartik Yadav
J306,
M2K County,
Dharuerra,
Haryana

Dear Kartik,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kartik Yadav

TERMS OF EMPLOYMENT

I, **Kartik Yadav**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kartik Yadav
J306,
M2K County,
Dharuerra
Haryana
E-Mail: kartik.18bcon192@jecrcu.edu.in

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kartik Yadav

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kartik Yadav, Son of Mahavir Singh Yadav** resident of **J306, M2K County, Dharuerra, Haryana** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kartik Yadav

December 28, 2021

To,
Kunal Gurjar
Ward No-6, Ladiya, Reni,
Pragpura,
Alwar - Pin 301409,
Rajasthan

Dear Kunal,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kunal Gurjar

TERMS OF EMPLOYMENT

I, **Kunal Gurjar**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kunal Gurjar
Ward No-6, Ladiya, Reni,
Pragpura,
Alwar - Pin 301409
Rajasthan
E-Mail: kungurjar@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kunal Gurjar

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kunal Gurjar, Son of Siyaram Gurjar** resident of **Ward No-6, Ladiya, Reni, Pragpura, Alwar - Pin 301409, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kunal Gurjar

October 20, 2021

To,
Kunal Tak
113, Samriddhi Florence, G-3,
Pragati Nagar Road, Kotra,
Ajmer,
Rajasthan

Dear Kunal,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee QA Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 479654** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Kunal Tak

TERMS OF EMPLOYMENT

I, **Kunal Tak**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Kunal Tak
113, Samriddhi Florence, G-3,
Pragati Nagar Road, Kotra,
Ajmer
Rajasthan
E-Mail: kunaltak2021@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Kunal Tak

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 447954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 497954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

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2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Kunal Tak, Son of Neeraj Tak** resident of **113, Samriddhi Florence, G-3, Pragati Nagar Road, Kotra, Ajmer, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Kunal Tak



October 13, 2021

To,
Naman Vijay
B-23, Geeta Bhawan, Hida Ki Mori, Ramganj Bazar,,
PIN 302003,
Jaipur,
Rajasthan

Dear Naman,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **26-Oct-21**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

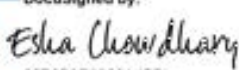
Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

DocuSigned by:

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Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

6B14F217D1FB4AD...

Naman Vijay



TERMS OF EMPLOYMENT

I, **Naman Vijay**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **26-Oct-21**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

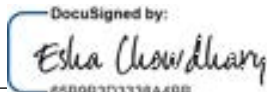
Naman Vijay
B-23, Geeta Bhawan, Hida Ki Mori, Ramganj Bazar,,
PIN 302003,
Jaipur
Rajasthan
E-Mail: vijaynaman2000@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:


Esha Chowdhary
Head Human Resources

Employee:


Naman Vijay

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 519334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 594334/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

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2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS **CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (hereinafter referred to as the ("**Agreement**") is made as of the **26-Oct-21** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Naman Vijay, Son of Rajendra Kumar Vijay** resident of **B-23, Geeta Bhawan, Hida Ki Mori, Ramganj Bazar., PIN 302003, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 **"Metacube Group Companies"** shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

DocuSigned by:
Esha Chowdhary
65B9B3D3338A48B

Esha Chowdhary
Head Human Resources

Employee:

DocuSigned by:
Naman Vijay
6B14F217D1FB4AD

Naman Vijay

October 13, 2021

To,
Raman Kumar
S/O Prem Chand Verma ,Village Chhapar Post- Pritam Puri,
Teh.- Neem Ka Thana, Dist. Sikar,
Neem Ka Thana,
Rajasthan

Dear Raman,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Raman Kumar

TERMS OF EMPLOYMENT

I, Raman Kumar, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Raman Kumar
S/O Prem Chand Verma ,Village Chhapar Post- Pritam Puri,
Teh.- Neem Ka Thana, Dist. Sikar,
Neem Ka Thana
Rajasthan
E-Mail: ramankumar200018@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if send post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Raman Kumar

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Raman Kumar, Son of Prem Chand Verma** resident of **S/O Prem Chand Verma, Village Chhapar Post- Pritam Puri, Teh.- Neem Ka Thana, Dist. Sikar, Neem Ka Thana, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Raman Kumar

Offer Letter



December 28, 2021

To,
Ramratan Sharma
102/G4 Paschim Vihar,
Vaishali Nagar (PIN: 302021),
Jaipur,
Rajasthan

Dear Ramratan,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period.
2. On successful completion of training, your annual compensation will be revised to **Rs. 599854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

Metacube Software Pvt. Ltd. SF-8, Phase IV, EPBP, Sikapura, Jaipur 302022 INDIA
Ph : +91 141 2771716, 17 Fax: +91 141 2771881 email: info@metacube.com

October 13, 2021

To,
Raman Kumar
S/O Prem Chand Verma ,Village Chhapar Post- Pritam Puri,
Teh.- Neem Ka Thana, Dist. Sikar,
Neem Ka Thana,
Rajasthan

Dear Raman,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Raman Kumar

TERMS OF EMPLOYMENT

I, Raman Kumar, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Raman Kumar
S/O Prem Chand Verma ,Village Chhapar Post- Pritam Puri,
Teh.- Neem Ka Thana, Dist. Sikar,
Neem Ka Thana
Rajasthan
E-Mail: ramankumar200018@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if send post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Raman Kumar

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Raman Kumar, Son of Prem Chand Verma** resident of **S/O Prem Chand Verma, Village Chhapar Post- Pritam Puri, Teh.- Neem Ka Thana, Dist. Sikar, Neem Ka Thana, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Raman Kumar

Offer Letter



December 28, 2021

To,
Ramratan Sharma
102/G4 Paschim Vihar,
Vaishali Nagar (PIN: 302021),
Jaipur,
Rajasthan

Dear Ramratan,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period.
2. On successful completion of training, your annual compensation will be revised to **Rs. 599854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

Metacube Software Pvt. Ltd. SF-8, Phase IV, EPBP, Sikapura, Jaipur 302022 INDIA
Ph : +91 141 2771716, 17 Fax: +91 141 2771881 email: info@metacube.com



October 20, 2021

To,

Rasesh Sharma

Plot-153 Shree Yogendra Nagar, Near Sachivalya Nagar,

Sitapura,

Jaipur,

Rajasthan

Dear Rasesh,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **26-Oct-21**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 479654** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited


Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:


Rasesh Sharma



TERMS OF EMPLOYMENT

I, **Rasesh Sharma**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **26-Oct-21**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and



associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.



7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential



information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)



months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com



To **Employee** at:

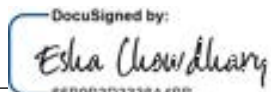
Rasesh Sharma
Plot-153 Shree Yogendra Nagar, Near Sachivalya Nagar,
Sitapura,
Jaipur
Rajasthan
E-Mail: rasesh1032@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:


65B9B3D3338A48B...
Esha Chowdhary
Head Human Resources

Employee:


02B334330B02417
Rasesh Sharma

Encl: as below

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	3450	41400
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 17220/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 446874/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2**COMPENSATION BREAKUP - II**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	3450	41400
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 17220/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 496874/-.



A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.



EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **26-Oct-21** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Rasesh Sharma, Son of Sitaram Sharma** resident of **Plot-153 Shree Yogendra Nagar, Near Sachivalya Nagar, Sitapura, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any



similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 **"Metacube Group Companies"** shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as



may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

DocuSigned by:

 658963D3338A48B
Esha Chowdhary
Head Human Resources

DocuSigned by:

 0289348330803417
Rasesh Sharma

October 19, 2021

To,
Ritika Sharma
Chandrabali Udyaan B Block 5/4 Line No. 1,
Kashidih Sakchi, New Kalimati Road PIN: 831001,
Jamshedpur,
Jharkhand

Dear Ritika,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 429654** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 479654** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Ritika Sharma

TERMS OF EMPLOYMENT

I, **Ritika Sharma**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Ritika Sharma
Chandrabali Udyaan B Block 5/4 Line No. 1,
Kashidih Sakchi, New Kalimati Road PIN: 831001,
Jamshedpur
Jharkhand
E-Mail: ritikasharma12121212@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Ritika Sharma

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		0
Total (D)		0
(E) Fixed Annual Compensation (C+D)		414000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		429654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 447954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5250	63000
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	30500	366000
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	2500	30000
Fast Track Allowance	1500	18000
Total (B)	4000	48000
(C) Total Monthly Salary (A+B)	34500	414000
(D) Fixed Annual Components		
Compulsory Service Period Bonus		50000
Total (D)		50000
(E) Fixed Annual Compensation (C+D)		464000
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		479654

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18300/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 497954/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Ritika Sharma, Daughter of Sanjay Sharma** resident of **Chandrabali Udyaan B Block 5/4 Line No. 1, Kashidih Sakchi, New Kalimati Road PIN: 831001, Jamshedpur, Jharkhand** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Ritika Sharma

October 13, 2021

To,
Ronak Kumpawat
Laxmi Kripa,
Kuchaman Road,
Didwana,
Rajsthan

Dear Ronak,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 551854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 626854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Ronak Kumpawat

TERMS OF EMPLOYMENT

I, Ronak Kumpawat, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Ronak Kumpawat
Laxmi Kripa,
Kuchaman Road,
Didwana
Rajasthan
E-Mail: ronakkumpawat99@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Ronak Kumpawat

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	5750	69000
Total (B)	10000	120000
(C) Total Monthly Salary (A+B)	42600	511200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		536200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		551854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 571414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	5750	69000
Total (B)	10000	120000
(C) Total Monthly Salary (A+B)	42600	511200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		611200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		626854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 646414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Ronak Kumpawat, Son of Ashok Kumpawat** resident of **Laxmi Kripa, Kuchaman Road, Didwana, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Ronak Kumpawat



October 13, 2021

To,
Sachin Bhati
E-506 Mewar Apartment,
Haldhi Ghati Marg, Pratap Nagar,
Jaipur City,
Rajasthan

Dear Sachin,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **26-Oct-21**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.



3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

DocuSigned by:

1CEFE9958064482

Sachin Bhati

ANNEXURE 1**COMPENSATION BREAKUP - I**

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 519334/-.

ANNEXURE 2
COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	5550	66600
Medical Allowance	1250	15000
Employer's contribution to PF	1800	21600
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 18480/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 594334/-.

October 13, 2021

To,
Sakshi Pareek
D-243, Nirman Nagar,
Near Bright Future School,
Jaipur,
Rajasthan

Dear Sakshi,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Sakshi Pareek

TERMS OF EMPLOYMENT

I, **Sakshi Pareek**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Sakshi Pareek
D-243, Nirman Nagar,
Near Bright Future School,
Jaipur
Rajasthan
E-Mail: Sakshi27pareek@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Sakshi Pareek

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Sakshi Pareek, Daughter of Girdhar Pareek** resident of **D-243, Nirman Nagar, Near Bright Future School, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Sakshi Pareek

December 28, 2021

To,
Shivam Kumar Gupta
Tirupati Nagar, Commercial Buliding Flat.No-204,
Green Park, Tokarkhada,
Silvassa,
Dadra & Nagar Haveli (UT)

Dear Shivam Kumar,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **February 1, 2022**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will be for a period of 6 (six) months from the date of your joining. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 599854** effective from **August 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 674854** effective from **August 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Shivam Kumar Gupta

TERMS OF EMPLOYMENT

I, **Shivam Kumar Gupta**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **February 1, 2022**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Shivam Kumar Gupta
Tirupati Nagar, Commercial Building Flat.No-204,
Green Park, Tokarkhada,
Silvassa
Dadra & Nagar Haveli (UT)
E-Mail: shivam.gupta123.sg24@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Shivam Kumar Gupta

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	9750	117000
Total (B)	14000	168000
(C) Total Monthly Salary (A+B)	46600	559200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		584200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		599854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 619414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	9750	117000
Total (B)	14000	168000
(C) Total Monthly Salary (A+B)	46600	559200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		659200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		674854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 694414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **February 1, 2022** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Shivam Kumar Gupta, Son of Manoj Kumar Gupta** resident of **Tirupati Nagar, Commercial Buliding Flat.No-204, Green Park, Tokarkhada, Silvassa, Dadra & Nagar Haveli (UT)** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Shivam Kumar Gupta

October 13, 2021

To,
Sonal Singh
Boisar Mumbai Metropolitan,
Boisar,
Mumbai,
Maharashtra

Dear Sonal ,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period.
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

October 13, 2021

To,
Udit Goyal
77/191,
Arawali Marg Mansarovar,
Jaipur,
Rajasthan

Dear Udit,

Congratulations on successfully clearing our Graduate Engineering Trainee selection process. We, Metacube Software Private Limited, a Metacube Group Company, are pleased to offer you an appointment as **Trainee Software Engineer**.

The documents included in this offer and constituting the whole Employment Contract between you and Metacube Software Private Limited (Company), are as follows :

1. Offer of Employment
2. Terms of Employment
3. Employee Confidentiality and Intellectual Property Assignment Agreement
4. Training and Compulsory Service Agreement

In addition to the terms and conditions mentioned in documents 2 to 4 listed above, the following terms and conditions shall also apply:

Eligibility

This offer of employment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the professional degree that forms the basis of this appointment.

Joining

You shall join the Company on **October 25, 2021**. The Company may however change the joining date at its discretion.

Training/Probation period

The training/probation period will start from the date of your joining and end on June 30, 2022. On expiry of your probation period, the Company shall confirm your appointment, subject to your satisfactory performance and availability of a suitable vacancy in any of Metacube Group Companies.

Compensation

1. You will be paid **Rs 10,000/- per month** for the training/probation period. .
2. On successful completion of training, your annual compensation will be revised to **Rs. 500854** effective from **July 01, 2022**. The details for the compensation are given as **Annexure 1 of Terms Of Employment**.

3. Your annual compensation will be revised to **Rs. 575854** effective from **July 01, 2023**. The details for the compensation are given as **Annexure 2 of Terms Of Employment**.

Compulsory Condition

Considering that the Company will be incurring substantial expenses on your training, it shall be compulsory for you to serve the Company for 24 (Twenty four) months from the date of successful completion of training/probation period. In case you leave the Company before completing the training/probation period or the post training compulsory service period, the Company shall be entitled to recover a sum of Rs. 2,00,000 (Rupees Two Lakhs only) from you as liquidated damages. To ensure this condition you shall also enter into a separate Training and Compulsory Service Period Agreement with the Company on non-judicial stamps of requisite value.

Assessment

During the training/probation period your performance would be assessed on a regular basis through classroom interaction, practical assignments, tests and other means. At the end of fourth and eighth month from your date of joining, if your cumulative performance is not found to be as per the desired standards, you may be disallowed to continue as an employee at the sole discretion of the Company without giving any notice.

Misconduct/Indiscipline

In case of any misconduct or act of indiscipline you may be disallowed to continue as an employee as per Company's 'Disciplinary Action Guidelines'.

We welcome you to the team and look forward to you having a long successful career with us.

Yours truly,

For Metacube Software Private Limited

Esha Chowdhary
Head Human Resources

By signing below, the Employee understands and acknowledges that the Company is offering the employment for a salary, and in consideration of this salary, the Employee hereby accepts the Offer of Employment. Both the Employee and Company hereby agree to abide by all conditions stated in the above listed and hereto attached documents, collectively referred to as the Employment Contract.

Employee:

Udit Goyal

TERMS OF EMPLOYMENT

I, **Udit Goyal**, as a condition of my employment or continued employment with **Metacube Software Pvt. Ltd.** (Company) and receipt of the compensation now and hereafter paid by Company, agree to the following Terms of Employment:

1. Terms and Conditions

In accepting employment by Company, I have not relied and will not rely on any statements or representation, whether oral or in writing, by any officers, employees or agents of the Company concerning the terms and conditions of employment except those specifically stated in writing and signed by both me and an authorized officer of the Company.

2. Joining Formalities

I understand that this Terms of Employment will become effective from **October 25, 2021**, and I will need to submit the following documents on or before the Joining Date:

- Passport size photographs (5 Nos.)
- Permanent residence proof and address of my current residence.
- Relieving Letter from the previous employer (if applicable).
- Experience Certificate from the previous employer (if applicable).
- Last two months' salary slip from the previous employer (if applicable).
- Self-attested photocopies of academic certificates in X, XII, graduation and post-graduation (if applicable).
- Contact details of two references.

3. Background Check

I understand that the Company may on its own or through an external agency perform a background check on me and I have no objection to the same. The background check may involve obtaining feedback from the references provided by me.

If the background check reveals unfavourable results, I will be liable to disciplinary action, including termination of employment without notice and there will be no liability to the Company whatsoever.

4. Compensation and its Confidentiality

I understand that my compensation will be as outlined in Annexure 1.

I understand that my compensation is confidential information and I agree that I will maintain utmost confidentiality with regard to my compensation and benefits. I will not discuss my compensation and benefits with anyone, but with the supervisor I report to.

5. Workplace, Transferability and Assignment

I understand that my initial workplace will be: **SP-6, Phase IV, EPIP, Sitapura, Jaipur, India 302022.**

Metacube Group Companies

Metacube Software Private Limited, together with its subsidiaries, holding company/entity and

associate companies/entities, is hereinafter referred to as the Metacube Group. All the companies/entities belonging to the Metacube Group are referred to as the Metacube Group Companies.

Assignment

Company may in its sole discretion assign my Terms of Employment to any Metacube Group Company by written notice to me.

Transferability across locations

I understand that my services are transferable across locations and I may be transferred to any office of a Metacube Group Company, or may be required to work out of a client location, or any such offices as determined by the Company.

Policy Applicability

I understand that I shall comply with Company's policies, as applicable to me from time to time. In case my employment is assigned to another Metacube Group Company, or in case I am deputed to any Metacube Group Company or client site, or I am transferred to any office of Metacube Group Company or any such offices as determined by the Company; I will be governed by the policies of that Metacube Group Company and/or location.

Any refusal to take up the assignment or projects assigned to me for any reason whatsoever, including location preferences, will be deemed to be a refusal to follow instructions of the Company, and may result in strict action, including termination of my services with the Company and there will be no liability to the Company whatsoever.

6. Company's Belief and Work Culture

I will subscribe to Company's beliefs and work culture, and will put in my best efforts to strengthen them.

Professional Environment	The Company will lay stress on the development of professional environment of the highest standard within the organization and outside it.
Perfection	The Company will march relentlessly towards perfection in its products and services.
Customer Satisfaction	The Company will use customer satisfaction as the major yardstick for judging the effectiveness and performance of the products and services delivered by it.
Technological Leadership	The Company will continuously work towards gaining and retaining technological leadership. Knowledge will always be treated as one of the very important assets.
Contribution	The Company will keep the advancement of the society, state and country in its perspective when deciding its policy and course of action.
Team Work	The Company will work towards developing a team of motivated, sincere and professional members who will work as a cohesive and synchronized group towards the collective goals.

7. Adherence to rules and regulations

I will follow all the rules and regulations of the Company and comply with all the provisions of Metacube Group Employee Handbooks, policies, health and safety procedures, code of conduct or other such documents that are issued by the Company, from time to time. Such rules, regulations, handbooks, policies or provisions may be added, modified, suspended, or canceled by Company at any time without notice.

I fully understand that in case of any act of indiscipline, non-cooperation, disobedience, misconduct or working against Company's interests on my part, the Company reserves the right to discontinue my services with immediate effect. There will be no liability to the Company whatsoever in this case.

8. Conflicting Employment or Activity

I agree that, during the term of my employment with Company, I will not work for any employer other than the Company. I will neither engage in any occupation, consulting or other business activity, nor in any other activities that conflict with my obligations to Company without seeking prior approval from the Company.

9. Term and Notice Period

I agree that unless specifically stated in writing and signed by both me and an authorized officer of the Company, subject to controlling law, any employment granted to me is at will and for an indefinite term and that such employment may be terminated at any time by giving a 60 days' written notice either by me or by the Company for any or no reason whatsoever.

In case of insufficient notice from either side, the defaulting party would be liable to pay an amount equivalent to the Base Salary (as set out in Annexure 1), excluding the Company's contribution to the provident fund, for the insufficient notice period. However due to exigencies of business, the Company may at its sole discretion reject the salary in lieu of notice and ask you to serve the entire or part of the notice period. You shall not be deemed to have been relieved of your services except upon issue of a letter by the Company to that effect.

In case I leave the employment in less than one year from the Joining Date, I also agree to refund the following, if applicable- a) amount Company has paid as fee to the recruitment consultant, b) joining bonus and c) relocation expenses and the Company shall be entitled to set-off the same from any dues payable to me, if it so deems fit.

10. Employee's Inability To Contract For Employer

I agree that, I will not have the right to make any contracts or commitments for or on behalf of the Company without first obtaining express written consent from the Company.

11. Gift from third party :

I will not accept any money, gift, reward or compensation for personal gains from or otherwise place myself under pecuniary obligation to any person or client with whom I may be having official dealings.

12. Returning Company Property :

I agree that, at the time I leave the employment of Company, I will deliver to Company (and will not keep in possession, recreate or deliver to anyone else) Company's assets/property, or all confidential

information, source code, object code, hardware devices, equipment, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, books and any other documents or reproductions of any aforementioned items (*in whatever form*) developed by me (solely or jointly with others) pursuant to employment with Company or otherwise belonging to Company, its successors or assigns.

13. Equitable Relief:

I agree that it would be impossible or inadequate to measure and calculate Metacube Group Companies' damages from any breach of the covenants set forth in the Employment Contract (defined hereinafter). Accordingly, I agree that upon breach of any terms or conditions of Employment Contract, Metacube Group Companies will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and/or to specific performance of any such terms or conditions of Employment Contract. I further agree that no bond or other surety shall be required in order to obtain such relief and I hereby consent to such jurisdiction and/or to any order of specific performance.

14. Indemnity :

I shall, at my own cost and expense, indemnify, defend or settle, and hold Metacube Group Companies, their directors, shareholders, officers, employees, consultants and customers free and harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including attorneys' fees and court costs, relating to, resulting from or in any way arising out of breach of terms and conditions under Employment Contract.

15. Data Privacy:

By executing this Terms of Employment, I permit the Company to use my personal information or sensitive personal data or information as provided or may be provided to the Company in connection with my employment and stored by the Company in electronic medium. Thus, in connection with my employment, the Company is entitled to collect, store, analyze and even share my personal information or sensitive personal data or information with Company's consultants, advisors or any third party to comply with the requirements of any applicable law or for any other lawful purposes.

For avoidance of doubt, I acknowledge that the Company shall not be responsible for authenticity of the information provided by me. I understand that I may choose to withdraw this consent by writing to the Company. However, my employment is contingent upon my continued consent to the Company's usage of my personal information or sensitive personal data or information as aforesaid.

I understand that all data/communication happening on Metacube Group Company computer resources is property of Metacube Group and the same can be accessed/reviewed by the concerned Metacube Group Company.

16. Non-Compete, Non-Solicitation and Non-Interference:

I shall not during the term of this Terms of Employment and for a period of three (3) years immediately following the termination of this Terms of Employment for any reason, anywhere in the world (i) directly or indirectly for my own account or as an employee of any third party or as a partner, officer, consultant, agent, proprietor, principal, corporate officer, or shareholder (other than shares regularly traded in a recognized market) of any third party, solicit Metacube Group Companies' business from any of its present or future customers (other than on behalf of Metacube Group Companies); (ii) or otherwise interfere with any business relationship of Metacube Group Companies.

I agree not to accept any offer of employment from any of the Metacube Group Companies' customer during the term of employment, and wherever that customer is located, for a period of twelve (12)

months after I cease to be employed by Metacube except with the Metacube's written permission.

I shall not during the term of this Terms of Employment and for a period of two (2) years immediately following the termination of this Terms of Employment for any reason, either directly or indirectly solicit, induce, recruit or encourage any of Metacube Group Companies' employees or consultants to leave their employment or consulting relationship, or take away such employees or consultants, either for myself or for any other person or entity.

17. General Provisions:

a) Entire Contract and Alteration:

The Employment Contract, i.e., 'Offer of Employment', this 'Terms of Employment', 'Employee Confidentiality and Intellectual Property Assignment Agreement' and 'Training and Compulsory Service Agreement', sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to the Employment Contract, nor any waiver of any rights, will be effective unless in writing signed by the party to be charged.

Any subsequent change or changes in my duties, salary or compensation, workplace, etc. will not affect the validity or scope of the Employment Contract.

b) Governing Law and Jurisdiction:

The laws of India, will govern the Employment Contract, and I hereby expressly consent to the exclusive jurisdiction of the competent courts in the State of Rajasthan for any lawsuit arising from or relating to my employment.

c) Severability:

If one or more of the clauses in this Employment Contract are deemed unenforceable, then the remaining clauses will continue in full force and effect.

d) Successors and Assigns:

This Employment Contract will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

e) Reasonableness of Restrictions:

I have carefully read and considered the provisions of Employment Contract and, having done so, agree that the restrictions set forth therein (including, but not limited to, the time period of restriction and the geographical areas of restriction) are fair and reasonable and are reasonably required for the protection of the interests of Metacube Group, its officers, directors, shareholders and employees.

f) Notices:

Any notice or communication to be given by me or the Company under the Employment Contract shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post acknowledgment due or through a recognized courier service, by hand delivery, fax or by email to the following address:

To **Metacube Software Private Limited** at:

Kind Attn.: Head Human Resources

Address: SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India

Fax: 91-141-2771691

E-mail: hrd@metacube.com

To **Employee** at:

Udit Goyal
77/191,
Arawali Marg Mansarovar,
Jaipur
Rajasthan
E-Mail: ugoyal1999@gmail.com

Any notice given as provided by this Clause shall be deemed to be received by me or the Company to whom it is addressed when:

- in the case of any notice delivered by hand, when so delivered and acknowledged by the receiving party;
- if sent by pre-paid post acknowledgment due or through a recognized courier service, when received;
- if sent by fax or e-mail, in case fax or email is sent in business hours then immediately on delivery and if sent post 6 p.m., then on the next business day at 9 a.m. Provided the recipient of such fax or e-mail acknowledges receipt of the same immediately.

I or the Company may, from time to time, change its address or representative for receipt of notices provided for in Employment Contract by giving to the other party not less than ten (10) days prior written notice.

Metacube Software Private Limited:

Employee:

Esha Chowdhary
Head Human Resources

Udit Goyal

Encl: as below

ANNEXURE 1

COMPENSATION BREAKUP - I

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		25000
Total (D)		25000
(E) Fixed Annual Compensation (C+D)		485200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		500854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 520414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

B. Eligibility and Terms of Payment

1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

ANNEXURE 2

COMPENSATION BREAKUP - II

	Monthly	Annually
(A) Monthly Base Salary		
Basic Pay	15000	180000
House Rent Allowance	6000	72000
Transportation Allowance	3000	36000
Executive Allowance	7350	88200
Medical Allowance	1250	15000
Employer's contribution to PF	0	0
Total (A)	32600	391200
(B) Additional Monthly Allowances		
Project Hot Skill Allowance (PHSA)	4250	51000
Fast Track Allowance	1500	18000
Total (B)	5750	69000
(C) Total Monthly Salary (A+B)	38350	460200
(D) Fixed Annual Components		
Compulsory Service Period Bonus		100000
Total (D)		100000
(E) Fixed Annual Compensation (C+D)		560200
(F) Other Benefits		
Gratuity		8654
Term Insurance		1000
Group Personal Accident Insurance		300
Covid Compensation Insurance		700
Medical Insurance		5000
Total (F)		15654
Gross Annual Compensation (E+ F)		575854

Leave Encashment - In addition to the above Gross Annual Compensation, you are entitled to a leave encashment of upto Rs. 19560/- for the unavailed leaves in a calendar year as per leave encashment policy of the Company. Your Revised Gross Annual Compensation including potential leave encashment will be Rs. 595414/-.

A. Calculation of Components

1. **Provident Fund :** Employer and employee provident fund contribution shall be as per applicable law for the employees that are mandatorily covered by such law. For the employees that are not mandatorily covered by such law the employer and employee provident fund contribution is decided through mutual consent
2. **Gratuity:** As per statutory provisions stated under “The Payment of Gratuity Act, 1972”.
3. **Leave Encashment:** As per leave encashment policy of the Company. The maximum leave encashment amount has been calculated based on 18 days of unavailed leaves.
4. **Term Insurance:** Sum insured of Rs. 10 lakhs or such other sum, as per the terms and conditions of the group term insurance policy taken by the Company.
5. **Group Personal Accident Insurance (GPAI):** Sum insured of Rs 10 lakhs, as per the terms and conditions of the group personal accident insurance policy taken by the Company.
6. **Covid Compensation Insurance:** Sum insured of Rs. 10 lakhs, as per the terms and conditions of the group Covid compensation insurance policy taken by the Company.
7. **Medical Insurance:** Medical Insurance of up to Rs. 3 lakhs or such other sum, as per the terms and conditions of the group medical insurance policy taken by the Company.
8. The amounts mentioned for Term Insurance, GPA Insurance, Covid Compensation Insurance and Medical Insurance under Other Benefits (F) are based on estimated cost to Company and subject to variation.

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1. **Eligibility:** I will become eligible for all Annual Components only on completion of the appraisal year applicable to me. If I leave the employment in the middle of my current appraisal year, then I agree that I will not be eligible for these Annual Components for that appraisal year.
2. **Compulsory Service Period Bonus :** This amount will be paid immediately upon completion of your appraisal year.
3. In case any Annual Component is paid to me in advance before completing my appraisal year, and I leave the employment before completion of that appraisal year, then I agree that such Annual Component paid to me in advance will get adjusted from my final payment.
4. **Income Tax:** I will bear Income Tax in respect of the above mentioned compensation package. Any payments made by the Company to me shall be subject to withholding tax, if any.

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (hereinafter referred to as the ("**Agreement**") is made as of the **October 25, 2021** ("**Effective Date**"), by and between Metacube Software Pvt. Ltd. ("**Metacube**") SP-6, Phase IV, EPIP, Sitapura, Jaipur - 302022, India and **Udit Goyal, Son of Late. Munish Kumar Goyal** resident of **77/191, Arawali Marg Mansarovar, Jaipur, Rajasthan** ("**Employee**"), where in the parties agree as follows:

1. Definitions and Interpretation

1.1 "Confidential Information" shall mean information concerning products or services, know-how, research and development, customers, trade secrets and other proprietary information of a) Metacube Group Companies and b) any of Metacube's customers ("**Customers**"), which is disclosed in oral, graphic, written, electronic or machine readable form, sample or any other form by Metacube Group Companies or by any Customer to Employee, whether or not the information is expressly stated to be confidential or marked as such.

Confidential Information of Metacube Group Companies and/or Customers shall include but is not limited to:

- Business strategy, plans and policies of Metacube Group Companies and/or Customers; including but not limited to those related to human resources, marketing, sales and finance.
- Internal information or data regarding the employees, customers, vendors, suppliers and other contractors of Metacube Group Companies and/or Customers;
- Research and development plans, particularly information relating to the development of software, hardware and processes by Metacube Group Companies and/or Customers;
- Financial data, in particular, concerning budgets, accounts, the fees and revenue calculations, sales figures, financial statements, and profit expectations of Metacube Group Companies and/or Customers;
- "Intellectual Property" as defined in 1.2 of Metacube Group Companies and/or Customers;
- Confidential and proprietary information given to Metacube Group Companies and/or Customers by a third party such as, but not limited to, software programs provided under a license, subject to a duty to maintain the confidentiality of such information and to use it only for certain limited purposes;
- Any original information supplied by Metacube Group Companies and/or Customers which is not publicly available whether or not specifically designated as confidential.

Confidential Information does not include information that was

- Published or is otherwise readily available to the public other than by a breach of this Agreement;
- Rightfully received by Employee from a third party without restriction; or
- Known to Employee prior to its first receipt from Metacube Group Companies, as evidenced by written records provided by the Employee to the Metacube Group Companies; or
- Required to be disclosed by Employee or Metacube Group Company under law or order of any government authority or a court.

Provided the Employee provides prior written notice to the concerned Metacube Group Company before making such disclosure and request for confidential treatment of any information so disclosed.

1.2 "Intellectual Property" shall mean to include all patents, trademarks, logos, processes, business processes, domain names, works of authorship, mask works, designs, developments, utility models, copyrights whether registered or unregistered, including, but not limited to moral rights and any

similar rights in any country, whether negotiable or not and also includes any applications for any of the foregoing and the right to apply for them in any part of the world; and all ideas, concepts, inventions, creations, discoveries, programs, codes, software, algorithms, formulae, databases, trade secrets, research reports, technical reports, training content, training methodologies, service marks, trade dress, topography rights, rights subsisting now or in the future in any part of the world, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, and rights to claim priority from, such rights for their full term, know-how related to the Metacube Group Company's and/ or Customer's activities, improvements thereupon, additions to or any research efforts relating to any of the above, whether registrable or not and any correspondence or documents relating to any of the above.

1.3 "**Metacube Group Companies**" shall have the same meaning as ascribed to it in Terms of Employment.

2. Obligations

2.1 During the term of Agreement and thereafter, Employee shall ensure that Employee will not infringe or misappropriate any Intellectual Property of Metacube Group Companies, or any Customer, or any third party.

2.2 During the term of Agreement and thereafter, Employee agrees that Employee will not improperly use or disclose any confidential information or trade secrets of any former employer or other person or entity and that Employee will not bring onto the premises of the Metacube Group Companies any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2.3 Employee agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold Confidential Information in trust and confidence, and will not use Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without first obtaining Metacube's express written consent on a case-by-case basis. Employee shall protect the Confidential Information from disclosure to a third-party using the same level of care it uses to protect its own confidential information, but in no event less than reasonable care.

2.4 Assignment of Intellectual Property. Employee agrees that Employee will promptly make full written disclosure to Metacube, and will hold in trust for the sole right and benefit of Metacube, and hereby assign to Metacube, or its designee, all his rights, titles and interests in and to any and all Intellectual Property, whether or not patentable or registrable under applicable laws, which Employee may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, within the scope of or during the term of Terms of Employment and this Agreement. Employee further acknowledges that all Intellectual Property made by Employee (solely or jointly with others) within the scope of or during the term of this Terms of Employment and this Agreement are "works made for hire".

Employee assigns all his rights, titles and interests in Intellectual Property in favour of Metacube throughout the world and in perpetuity. The Employee further agrees that Sections 19(4), 19(5) and 19(6) of the (Indian) Copyright Act, 1957 or any amendments thereto will not apply to this Agreement.

Employee shall not claim any rights (including Intellectual Property rights, royalty etc.) over the work done by Employee for Metacube Group Companies and/or any of the Customers of Metacube Group Companies and shall not make any claim in this regard and which shall always remain the property of Metacube throughout the world and in perpetuity.

Employee shall not without the Metacube's prior written consent, enter into any arrangement where any third party is commissioned or appointed (in his own capacity or as his agent) to assist Employee in any manner that may confer any rights, interest or title with respect to such Intellectual Property upon such third party. Notwithstanding the foregoing, Employee shall forthwith upon demand, secure the valid assignment or licenses from such third party upon terms acceptable to Metacube so that the said rights may vest legally and exclusively in Metacube or to any nominee or assignee of Metacube as

may be directed.

Employee agrees to assist Metacube, or its designee, at Metacube's expense, in every proper way to secure Metacube's rights in the Intellectual Property in any and all countries, including the disclosure to Metacube of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which Metacube shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Metacube, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Intellectual Property.

If Metacube is unable because of Employee's mental or physical incapacity or for any other reason to secure his signature to apply for or to pursue any application for any Indian or foreign patents or copyright registrations covering Intellectual Property or original works of authorship assigned to Metacube as above, then Employee hereby irrevocably designates and appoints Metacube and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf and stead to execute and file any such applications and to do all other lawfully permitted acts with the same legal force and effect as if executed by Employee. Employee acknowledges that his remuneration includes compensation for the confirmation and the assignment to Metacube of all intellectual property rights with respect to such Intellectual Property.

Employee covenants and agrees that authorized signatories of Metacube Group Companies shall, as necessary, be Employee's legal representative to make any applications for design, copyright, patents or any other Intellectual Property for which Employee is the inventor or author, and shall be authorized to execute and submit any necessary oaths or statements on Employee's behalf for this purpose.

2.5 Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Intellectual Property made by Employee (solely or jointly with others) during the term of Terms of Employment and this Agreement. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Metacube. The records will be available to and remain the sole property of Metacube at all times and throughout the world.

3. Term

3.1 This Agreement shall continue to remain in force for the term of employment of the Employee with Metacube.

3.2 Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and the year first above written.

Metacube Software Pvt. Ltd.:

Employee:

Esha Chowdhary
Head Human Resources

Udit Goyal

Roni Analytics LLP
Simpcon Homes, 9/5 Mannar Street,
T Nagar,
Chennai - 600017
Phone (+91)44 4212 8243



Date: 21-Mar-2022

To,
Mr. Vinay Lakhani
B-53, Dadu Dayal Nagar, Mansarovar, Jaipur, Rajasthan. PIN-302020

Dear Mr. Vinay Lakhani,

Subject: Letter of Offer

Thank you for exploring career opportunities with **Roni Analytics LLP**. You have successfully completed our selection process and we are pleased to offer you the position of **Software Developer** in our UI team at **Roni Analytics**.

Kindly confirm your acceptance of this offer within 5 days, along with the date of joining. Please ensure to have the following documents available with you for submission on your date of joining.

1. Identity & Address Proof in original and photocopy (Aadhaar card is mandatory)
2. PAN & Parents' Aadhaar numbers
3. Photocopies of your academic certificates starting from X
4. Two Passport size photographs
5. All other employment related papers

This Offer will commensurate only on satisfactory verification of your papers and reference checks. The Offer stands canceled if you fail to accept it within 5 days or in case of any deviations in information submitted or if you fail to report to work on or before the pre-decided date.

We trust that your knowledge, skills and experience will be among our most valuable assets. We look forward to your arrival at our company and are confident that you will play a key role in our company's expansion.

Yours truly,

Srinivasan Alagurajan
Manager
Roni Analytics LLP

****Salary Components are listed out in Annexure - A**

Annexure – A

No	Description	Monthly	Annualized
1	Basic	16,000.00	1,92,000.00
2	HRA	6,400.00	76,800.00
3	Conveyance Allowance	1,600.00	19,200.00
4	Special Allowance	17,250.00	2,07,000.00
5	Medical Allowance	1,250.00	15,000.00
6	Incentive	6,000.00	72,000.00
7	Monthly Gross compensation	48,500.00	5,82,000.00
8	Leave Travel Allowance		18,000.00
9	Total Remuneration (CTC)		6,00,000.00

** Employer's contribution to Provident Fund is currently part of the Special allowance. It will be separated out from the Special allowance as and when it is applicable to the company as per law.

MAROPOST.

TUESDAY, JANUARY 11, 2022

MAROPOST India Pvt. Ltd.

Quark City- SEZ, Landmark Plaza,

Plot No. A-40A, Floor 12, Zone 4 Extn.

Phase- VIII B, Mohali, Punjab- 160059

T888.438.3152 T0172-4190180 F647.438.5600

www.maropost.com

Address: A-5 Near Digambar, Jain Mandir Road, Kachnar city JABALPUR, MADHYA PRADESH
482002

Subject: Offer Letter

Dear Yug

With reference to your application and the interview you had with us we are pleased to offer you the position of **Software Engineer ROR**, in our organisation on the terms and conditions mentioned below.

Your gross annual CTC is **8,50,000 INR** and will be the amount agreed and entered in the Term Sheet in respect of Agreed Commercial Terms for your intended employment with the Company, which was duly signed by both the Company and yourself towards acknowledgement thereof.

1. You shall report to perform work in a remote work option arrangement on or before **17th February 2022** after you complete your notice period with your current employer.
2. You shall have an internet connection that's adequate for your job.
3. You will dedicate your full attention to your job duties during working hours to provide proper work output
4. During working hours, you will be online and accessible and adhere to break schedules keeping your manager informed at all times.
5. You will ensure to attend all the meetings in a timely fashion.
6. You will take proper measures to secure Company information, assets and systems and maintain your work space in a safe manner.
7. During remote work, you must adhere to all Company policies like your office-based colleagues

In addition, you will be provided the equivalence of 20,000 stock options with the strike price of \$1.20 USD after 90 days of successful completion of probation period. These awarded options will be subject to the terms of the Company's Option Plan and shall be contingent upon you signing the Company's Option Agreement, which will include, among other terms, that your options will vest in accordance with a predetermined schedule.

In lieu of the time and resources invested by the Company in providing professional training and exposure to you, during the period of **12 (twelve) months** commencing from the date of your joining, you shall not be entitled to terminate your employment with the Company. In the event you breach the aforesaid stipulation and terminate the Employment Agreement and this Agreement prior to aforesaid 12 (twelve) months. You shall be held liable to compensate the Company by way of making a payment of **2 months' salary** i.e., Rs. **1,41,667** towards recovery of the investment made by the Company in providing professional training and exposure to you. The aforesaid amount of Rs. **1,41,667** denotes your debt/ other liability towards the Company, which the Company shall be entitled to recover by the following due process of law in the event of your failure to pay the aforesaid debt.

The notice period required to be served in case of termination of your employment with the company is sixty days. The detailed appointment letter will be given to you on or after joining the duty, subject to you providing the following documents at the time of joining:

1. Recent Passport size photo- 5
2. Copies of your educational certificates
3. Reliving letter from your previous employer
4. Copies of your salary slips/statements of last 3 months
5. Form 16
6. Copies of your ID and address proof
7. Copy of your PAN card
8. Cancelled Cheque

Kindly sign and return the duplicate copy of this letter, as a token of your acceptance of the terms & conditions, within 24 hours (one day) from the date hereof.

Also kindly note that the issuance of this Offer Letter and the acceptance thereof conveyed by you shall lead to formation of a binding contract between you and the Company and in the event you breach the terms of this Offer Letter by not reporting to start your new position offered by the Company in the terms hereof, then in such case the Company shall be entitled to recover from you an amount equal to a sum of 2 (two) months' salary as stated in the Term Sheet in respect of Agreed Commercial Terms, as liquidated damages pursuant to the provisions of the Indian Contract Act, 1872.

Offer Letter Acceptance

I have read and accept this offer of employment:

A handwritten signature in cursive script that reads "yug gurnani".

Yug Gurnani

12 Jan 2022

Date



Yug Gurnani Offer.pdf

Document ID: 283079f8-736f-11ec-8c82-02ac46bc9b68

Requested:

Jan 11, 2022, 9:08 AM EST (Jan 11, 2022, 2:08 PM UTC)

Ashna Neb (ashna@maropost.com)

49.156.66.85

Signed:

Jan 12, 2022, 1:16 AM EST (Jan 12, 2022, 6:16 AM UTC)

Yug Gurnani (yug.gurnani091@gmail.com)

122.168.166.108

MetLife Global Operations Support Center Pvt. Ltd.
Maple, Paharpur Business Center, 21
Nehru Place, New Delhi - 110019, INDIA
Tel: +91-11-41207138, Fax: +91-11-26207575
CIN NO: U72900DL2008PTC176695

Date: 22-Sep-2022

PRIVATE AND CONFIDENTIAL

EMPLOYMENT AGREEMENT

Dear Ms. Puja Chaudhary,

Further to the recent meetings and discussions you had with us, we are now pleased to offer you an appointment with **MetLife Global Operations Support Center Private Limited** ("the Company") to the position of **Insurance Associate** on the terms and conditions set out herein after.

1. EMPLOYMENT

- 1.1 Your effective date of joining shall be no later than **23-Sep-2022**
- 1.2 Your employment with the Company is subject to:
 - 1.2.1 The accuracy of the testimonials and information provided by you;
 - 1.2.2 Your being free from any contractual restrictions preventing you from accepting this offer or starting work on the above-mentioned date;
 - 1.2.3 On our receiving two satisfactory references; and
 - 1.2.4 If so asked by the Company, your disclosing on your own behalf and, if married, on your spouse's behalf full details of any external directorships held and any personal business interests including partnerships, shareholdings and trusteeships; involvement in any other business ventures involving unlimited liability; personal liabilities in connection with business activities; and involvement in other positions external to the Company and acceptance by the Company of those external interests.
- 1.2.5 If you breach any of the aforesaid conditions, this offer shall stand revoked automatically (whether you have accepted it or not) and, if you have already commenced employment with the Company, such employment will automatically terminate without giving you any claim for compensation or damages, but without prejudice to the Company's rights and remedies against you.
- 1.3 Probation
 - 1.3.1 You will serve a minimum probation period of 180 days from the date of your joining the Company ("Probation"). The Company reserves the right to extend the Probation period in the event that your performance is not up to the expectation and/or as per any specifications/instructions or evaluation criteria of the Company. You will receive the confirmation communication from the Company on successful completion of the probation period. The Company may extend the probation period based on your performance during the probation period.
 - 1.3.2 Your performance will be evaluated according to the evaluation criteria of the Company which interalia includes successful completion of trainings, assignments, assessments, learning modules, evaluation of your efficiency, punctuality, conduct, maintenance of discipline in accordance with the policies of the Company as amended from time to time.

**NAUREEN KHALEEL
KHAN**

Digitally signed by NAUREEN
KHALEEL KHAN
Date: 2022.09.26 09:45:41 +05



Microtek



99+

Compose

Mail

Chat

Spaces

Meet

Inbox

7,359

Starred

Snoozed

Sent

Drafts

75

More

Labels

2020 Final Year Stu...

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2022-Minor Project

6

Backup

Minor Project

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NAAC Details

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Registration Form...

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Students Recomme...

6

More

**Rohit Kumar** <manager.ccc@microtekdirect.com>

to Thiagarajan, me, Sarika

Hello Mr Srawan,

Greetings for the day!!

We are pleased to inform you that we have finalized the candidature of Mr Manan Bhatnagar. Please refer to the t

Name	Email	Contact No.	University
Manan Bhatnagar	manan.bhatnagar.754@gmail.com	9649458470	JECRC-MBA

Expected date of joining is 07th March 2022. I would request your confirmation on the same.

We will be sharing the LOI to the candidate followed by your confirmation.

Regards,

Rohit Kumar

Manager

M (O): +91 9999310598

**Mr. Srawan Nath** <srawan.nath@jecrcu.edu.in>

to Rohit, Sarika, Thiagarajan

Hi Mr. Rohit,

Greetings of the day!!!

Hope you are doing well

Private & Confidential

Date : 20th December 2022

Ms. Neha Jain
63/117 Heera Path,
Mansarovar,
Jaipur, Rajasthan.

Dear Neha,

Subject: **Letter of Appointment (Probation period Six Months)**

With reference to the subject, we are pleased to inform you that your employment with VISARCH has been confirmed in the Services of **Interior Designer**. Your Salary will commence Rs 8000 per month.

As agreed, your starting date will be 26th December 2022 and your work timings is 10.00 am to 7.00 pm, Monday to Saturday.

If you have any further queries about your employment, you may contact me directly or approach the HR department.

Congratulations on your appointment and welcome to VISARCH. We look forward to years of fruitful cooperation and success. We wish you the best of luck in your new post.

Sincerely,

For VISARCH



(Archana Goyal)
Principal Architect
& Proprietor



HR Monk-E 11/18/2022

to me ▾

**Congratulations, Shagun!**

We have really enjoyed talking to you and we all agree that you would make a great new addition here at **Monk-E**. We promise to offer you agile people around you, intelligent brains to work with, great friends, and limitless career growth.

We are glad to offer you the position of **PR Executive** with **Monk-E**. The total CTC offered for the said role is Rs. 4,32,000. The break up of which is mentioned below:

Name	Shagun Shukla	
Date of Joining	01st December 2022	
Designation	PR Executive	
Salary Components	Monthly	Yearly
Basic Allowance	18,000.00	2,16,000.00
House Rent Allowance	9,000.00	1,08,000.00
Other Allowance	9,000.00	1,08,000.00
Total Cost to Company (CTC)	36,000.00	4,32,000.00

Please find below a list of documents that you need to share on your joining day;

1. Pancard (Mandatory)
2. Aadhar Card (Mandatory)
3. Experience and relieving letters of previous organizations.
4. All educational certificates to date
5. 2 passport-sized photographs

The offer letter and/or appointment letter will be given to you upon joining.

Please respond to this offer within 24 hours to keep the validity intact.

To accept this offer, do nothing but send an acknowledgement and virtual hugs. :)

Thank You



AR AMIT GAURAV
IIA, COA, M.ARCH, B.ARCH

CONTACT

G2, 3RD Floor, Royal Rajvilas,
Shobhagpura,
Udaipur (Raj.) 313001

Mob- +91 7597839695

Email:
amitgaurav@mydesignstory.in

Web:
www.mydesignstory.in

Date: 13/05/2022

MS. DIVYA KUMARI

Sub: OFFER LETTER

Dear Divya,

We are pleased to offer you the position of Designer at My design story. We feel confident to have you in our team.

Ms. Divya Kumari will be working on Full-time basis as an interior designer. At this time, she's expected to receive Rs.12,000 monthly.


As decided the starting date will be 16/05/2022.

Please confirm your acceptance of this offer letter by signing and returning the copy of the same.

We look forward to working with you.

Thanking you.

For My Design Story



Ar Amit Gaurav
(Founder)

Ms AMISHA JAIN,

20th April 2021

Address: Manoj kumar jain, pulak nilay, gali no.2, Adinath nagar agarpur,
Banswara rajasthan, 327001.

Dear Amisha,

On basis of your subsequent interview you had with us, we are pleased to
appoint you in a
full time consulting position with Nirman Solution on the following terms and
conditions
with effect from the 20th april 2021.

1. Position:

INTERIOR DESIGNER (INTERNSHIP)

Note that your job title is not intended to limit the tasks which you may be
asked to
perform and your title and responsibilities may be altered from time to time to
suit
requirements of the business. You will not be asked to perform tasks outside
of your
capabilities and experience.

2. Location: Pulak nilay, gali no.2, Adinath nagar agarpur, Banswara
Rajasthan, 327001. India

3. Reporting to:

Mr. Manoj Kumar jain.

4. Hours of Work:

Working days : Monday to Saturday

Sunday : Holiday

Contact- +919414104021 , Email - nirmansolution4021@gmail.com
pulak nilay, Adinath nagar road no.2 , Agarpura, Banswara (raj.) 327001

5. Probation Period:

The appointment is subject to 90 days Probation Period.

During the working period following will be monitored:

Punctuality.

Organizing ability.

Getting work at hand done.

Meeting schedules I Deadline.

Taking initiative.

Business Development.

Relation Ship Management skills.

6. Payment of Professional Fees:

The professional fees will be paid on the first week of every month.

7. Fees and Raising of Invoices:

For carrying out the activities listed above, we are agreeable to offer a monthly compensation fee of **5,000/- INR (FIVE Thousand Only)** STIPEND

Please return to the Undersigned, the duplicate copy of this agreement, duly sign the place indicated and at the bottom of every page of this agreement to signify acceptance of the terms and conditions as stated herein.

REGARD,



Mr. Manoj Kumar Jain,
(Director)
Nirman Solutions.

Acknowledge and accept the conditions stated above.

Name -AMISHA JAIN.

DATE: 03/05/2021

TO WHOMSOEVER IT MAY CONCERN

This is to certify that Ms. Amisha Jain has completed Internship program of 3 months from 18th Jan 2021 to 18th April 2021. Her responsibilities included working drawings, assisting Senior Architects and On-field assistant.

During her course of internship, Amisha proved herself to be an able intern. During the above period we found her hardworking, dedicated and work oriented person. I was quite impressed by her ability to complete all work assignments in given duration. We wish her success in her future endeavors and hope that she will continue to display the same spirit in future as well.

From,



Mr. Manoj Kumar Jain
DIRECTOR

Ms AYUSHI MALHOTRA,

20th April 2021

Address: Manoj kumar jain, pulak nilay, gali no.2, Adinath nagar agarpur, Banswara rajasthan, 327001.

Dear Ayushi,

On basis of your subsequent interview you had with us, we are pleased to appoint you in a full time consulting position with Nirman Solution on the following terms and conditions with effect from the 20th april 2021.

1. Position:

INTERIOR DESIGNER (INTERNSHIP)

Note that your job title is not intended to limit the tasks which you may be asked to perform and your title and responsibilities may be altered from time to time to suit requirements of the business. You will not be asked to perform tasks outside of your capabilities and experience.

2. Location: Pulak nilay, gali no.2, Adinath nagar agarpur, Banswara Rajasthan, 327001. India

3. Reporting to:

Mr. Manoj Kumar jain.

4. Hours of Work:

Working days : Monday to Saturday

Sunday : Holiday

Contact- +919414104021 , Email - nirmansolution4021@gmail.com
pulak nilay, Adinath nagar road no.2 , Agarpura, Banswara (raj.) 327001

5. Probation Period:

The appointment is subject to 90 days Probation Period.

During the working period following will be monitored:

Punctuality.

Organizing ability.

Getting work at hand done.

Meeting schedules I Deadline.

Taking initiative.

Business Development.

Relation Ship Management skills.

6. Payment of Professional Fees:

The professional fees will be paid on the first week of every month.

7. Fees and Raising of Invoices:

For carrying out the activities listed above, we are agreeable to offer a monthly compensation fee of **5,000/- INR (FIVE Thousand Only)** STIPEND

Please return to the Undersigned, the duplicate copy of this agreement, duly sign the place indicated and at the bottom of every page of this agreement to signify acceptance of the terms and conditions as stated herein.

REGARD,



Mr. Manoj Kumar Jain,
(Director)
Nirman Solutions.

Acknowledge and accept the conditions stated above.

Name –Ayushi Malhotra.

DATE: 03/05/2021

TO WHOMSOEVER IT MAY CONCERN

this is to certify that Ms. Ayushi Malhotra has completed Internship program of 3 months from 18th Jan 2021 to 18th April 2021. Her responsibilities included working drawings, assisting Senior Architects and On-field assistant.

During her course of internship, Ayushi proved herself to be an able intern. During the above period we found her hardworking, dedicated and work oriented person. I was quite impressed by her ability to complete all work assignments in given duration. We wish her success in her future endeavors and hope that she will continue to display the same spirit in future as well.

From,



Mr. Manoj Kumar Jain
DIRECTOR



On-Graph Technologies Pvt. Ltd.

2nd Nov'2021

PRIVATE AND CONFIDENTIAL

Dear **Mr Aditya**,

We are pleased to offer you employment with On-Graph Technologies Private Limited, a company incorporated under the laws of India (the "Company"), as **Software Analyst**. We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

The proposed commencement date is **8th Nov' 2021**. The position will be based in the Company's Jaipur branch and reports to **Mr Arihant Jain**.

As a member of our team, you will receive compensation, including an annual salary of **INR 1,80,000/-**

The terms and conditions associated with the position are fully detailed in a separate employment contract. This offer letter details some of the terms of the position, which are embodied in the contract, but does not itself represent your contract of employment.

We are very delighted about having you join the Company in this exciting position and trust that you will find it both challenging and rewarding.

Thanks,

DocuSigned by:
Rashi Bhatia
E84EB5A74C9F4D1

Rashi Bhatia

Sr Executive - HR

On-Graph Technologies Private Limited

Accept Date : _____

(Mr Aditya Singh Rajawat)

Address: Metro pillar No 32,5A, Gopalpura Bypass Rd, Rajiv Vihar Colony, Jaipur,
Rajasthan 302019, Email: sales@ongraph.com,

Telephone: +91-9521111616, Web: www.ongraph.com

[Registration No. - U72200DL2008PTC284987](#)

Salary Break Up

CTC PA INR			
180,000.00		15,000.00	
		-	10% Bonus
		15,000.00	
BASIC	90,000.00	7,500.00	
HRA	54,000.00	4,500.00	
CONVENYANCE	19,200.00	1,600.00	
MEDICAL	15,000.00	1,250.00	
REIMBURSEMENTS	1,800.00	150.00	
Total	180,000.00	15,000.00	-
Less EPF		2,520.00	
Less ESIC		113.00	
Less Mediclaim		-	Monthly Approx
		In Hand Salary	12,367.00



On-Graph Technologies Pvt. Ltd.

2nd Nov'2021

PRIVATE AND CONFIDENTIAL

Dear **Mr Jatin**,

We are pleased to offer you employment with On-Graph Technologies Private Limited, a company incorporated under the laws of India (the "Company"), as **Software Analyst**. We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

The proposed commencement date is **8th Nov' 2021**. The position will be based in the Company's Jaipur branch and reports to **Mr Arihant Jain**.

As a member of our team, you will receive compensation, including an annual salary of **INR 1,80,000/-**

The terms and conditions associated with the position are fully detailed in a separate employment contract. This offer letter details some of the terms of the position, which are embodied in the contract, but does not itself represent your contract of employment.

We are very delighted about having you join the Company in this exciting position and trust that you will find it both challenging and rewarding.

Thanks,

DocuSigned by:
Rashi Bhatia
E84EB5A74C9F4D1...

Rashi Bhatia

Sr Executive - HR

On-Graph Technologies Private Limited

Accept Date : _____

(Mr Jatin Suthar)

Address: Metro pillar No 32,5A, Gopalpura Bypass Rd, Rajiv Vihar Colony, Jaipur,
Rajasthan 302019, Email: sales@ongraph.com,

Telephone:+91-9521111616, Web: www.ongraph.com

[Registration No. - U72200DL2008PTC284987](#)

Salary Break Up

CTC PA INR			
180,000.00		15,000.00	
		-	10% Bonus
		15,000.00	
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REIMBURSEMENTS	1,800.00	150.00	
Total	180,000.00	15,000.00	-
Less EPF		2,520.00	
Less ESIC		113.00	
Less Mediclaim		-	Monthly Approx
		In Hand Salary	12,367.00



On-Graph Technologies Pvt. Ltd.

2nd Nov'2021

PRIVATE AND CONFIDENTIAL

Dear **Mr Samyak**,

We are pleased to offer you employment with On-Graph Technologies Private Limited, a company incorporated under the laws of India (the "Company"), as **Software Analyst**. We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

The proposed commencement date is **8th Nov' 2021**. The position will be based in the Company's Jaipur branch and reports to **Mr Arihant Jain**.

As a member of our team, you will receive compensation, including an annual salary of **INR 1,80,000/-**

The terms and conditions associated with the position are fully detailed in a separate employment contract. This offer letter details some of the terms of the position, which are embodied in the contract, but does not itself represent your contract of employment.

We are very delighted about having you join the Company in this exciting position and trust that you will find it both challenging and rewarding.

Thanks,

DocuSigned by:
Rashi Bhatia
E84E85A74C0F4D1

Rashi Bhatia

Sr Executive - HR

On-Graph Technologies Private Limited

Accept Date : _____

(Mr Samyak Jain)

Address: Metro pillar No 32,5A, Gopalpura Bypass Rd, Rajiv Vihar Colony, Jaipur,
Rajasthan 302019, Email: sales@ongraph.com,

Telephone: +91-9521111616, Web: www.ongraph.com

[Registration No. - U72200DL2008PTC284987](#)

Salary Break Up

CTC PA INR			
180,000.00		15,000.00	
		-	10% Bonus
		15,000.00	
BASIC	90,000.00	7,500.00	
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CONVENYANCE	19,200.00	1,600.00	
MEDICAL	15,000.00	1,250.00	
REIMBURSEMENTS	1,800.00	150.00	
Total	180,000.00	15,000.00	-
Less EPF		2,520.00	
Less ESIC		113.00	
Less Mediclaim		-	Monthly Approx
		In Hand Salary	12,367.00

2nd Nov'2021

PRIVATE AND CONFIDENTIAL

Dear Ms Shivangi,

We are pleased to offer you employment with On-Graph Technologies Private Limited, a company incorporated under the laws of India (the "Company"), as **Software Analyst**. We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

The proposed commencement date is **8th Nov' 2021**. The position will be based in the Company's Jaipur branch and reports to **Mr Mukesh Kumar Yadav**.

As a member of our team, you will receive compensation, including an annual salary of **INR 1,80,000/-**

The terms and conditions associated with the position are fully detailed in a separate employment contract. This offer letter details some of the terms of the position, which are embodied in the contract, but does not itself represent your contract of employment.

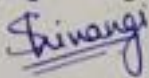
We are very delighted about having you join the Company in this exciting position and trust that you will find it both challenging and rewarding.

Thanks,

Designed by:
Rashi Bhatia
E8H85A74C9F4D1

Rashi Bhatia**Sr Executive - HR****On-Graph Technologies Private Limited**Accept Date : 6 Nov 2021

(Ms Shivangi Sharma)



Address: Metro pillar No 32, 5A, Gopalpura Bypass Rd, Rajiv Vihar Colony, Jaipur,
Rajasthan 302019, Email: sales@ongraph.com,

Telephone: +91-9521111616, Web: www.ongraph.comRegistration No. - U72200DL2008PTC284987



On-Graph Technologies Pvt. Ltd.

2nd Nov'2021

PRIVATE AND CONFIDENTIAL

Dear **Mr Tanmay**,

We are pleased to offer you employment with On-Graph Technologies Private Limited, a company incorporated under the laws of India (the "Company"), as **Software Analyst**. We believe your background and abilities will be an asset to the Company and will offer a mutually beneficial opportunity for both you and the Company.

The proposed commencement date is **8th Nov' 2021**. The position will be based in the Company's Jaipur branch and reports to **Mr Dinesh Sharma**.

As a member of our team, you will receive compensation, including an annual salary of **INR 1,80,000/-**

The terms and conditions associated with the position are fully detailed in a separate employment contract. This offer letter details some of the terms of the position, which are embodied in the contract, but does not itself represent your contract of employment.

We are very delighted about having you join the Company in this exciting position and trust that you will find it both challenging and rewarding.

Thanks,

DocuSigned by:
Rashi Bhatia
E84E85A74C9F4D1

Rashi Bhatia

Sr Executive - HR

On-Graph Technologies Private Limited

Accept Date : _____

(Mr Tanmay Khunteta)

Address: Metro pillar No 32,5A, Gopalpura Bypass Rd, Rajiv Vihar Colony, Jaipur,
Rajasthan 302019, Email: sales@ongraph.com,

Telephone: +91-9521111616, Web: www.ongraph.com

[Registration No. - U72200DL2008PTC284987](#)

Salary Break Up

CTC PA INR			
180,000.00		15,000.00	
		-	10% Bonus
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MEDICAL	15,000.00	1,250.00	
REIMBURSEMENTS	1,800.00	150.00	
Total	180,000.00	15,000.00	-
Less EPF		2,520.00	
Less ESIC		113.00	
Less Mediclaim		-	Monthly Approx
		In Hand Salary	12,367.00



ORNATE
DESIGN
STUDIO

Email: tanupama.shekhawat@gmail.com

E 68F 5E Hanuman Nagar, Jaipur (Raj)

Phone: 9910220064

OFFER LETTER

20/11/2021

Prashasti Singh Chauhan
Jaipur (Raj)

Dear Prashasti,

We are pleased to offer you position of **Junior Interior Designer** at **Ornate Design Studio** with a start date of **22nd November 2021**. You will be reporting directly at Ornate Design Studio, E 68F 5E Hanuman Nagar, Jaipur. We believe your skills and experience are an excellent match for our company.

The annual starting salary for this position is **Rs.15000** to be paid on *monthly* basis by (*direct deposit*) starting on 23rd Nov 2021.

Your employment with Ornate Design Studio will be on an at-will basis, which means you and the company are free to terminate the employment relationship at any time for any reason with a prior notice of one month. This letter is not a contract or guarantee of employment for a definitive period of time.

Please confirm your acceptance of this offer by signing and returning

We are excited to have you join our team! If you have any questions, please feel free to reach out at any time.

Sincerely,

AR. TANUPAMA SHEKHAWAT
[Principal Architect]

PADHAI HELP PVT. LTD.

Web: www.padhaihelp.com
Email: padhaihelp@gmail.com

S-4, Sector 5, Near Mahindra showroom
Pratap Nagar, Sanganer Jaipur

Phone: +91-9810646376
+91-8560031441

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into at JAIPUR on this 02nd day of November, 2022.

BETWEEN

PADHAI HELP PRIVATE LIMITED, a company incorporated under the Companies Act, 2013 via Corporate identification number U80302RJ2015PTC048460 having its registered office at 66/103, Pratap Nagar, Sanganer Jaipur, Rajasthan and engaged in the business of educational consultancy, hereinafter referred to as "THE COMPANY" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its directors, promoters, administrators, managers and employees) and the party of the "FIRST PART".

AND

Mr. Pulkit Sharma, S/O Mr. Sunil Dutt Sharma, here in after referred to as "THE EMPLOYEE" (which expression unless contrary or repugnant to the context or meaning thereof shall mean and include its legal heirs, executors & assignees) and the party of the "Second Part".

WHERE the company is engaged in the field of educational consultancy and carrying on the business in various fields of tuition and educational classes for various sectors;


AND WHERE the employee has approached to the company with a desire of working with the company as its employee;

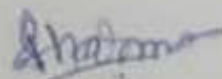
AND WHERE the company has decided to give employment to the said employee on the following terms and conditions agreed to between the parties hereto:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS: -

TITLE & DESIGNATION:

The employee will be working as an employee in the company and will bear the office as "Content Writer" till a promotion and a new agreement has been drafted for the promoted post.


PADHAI HELP PVT. LTD.


2/11/22

Dated: Feb 15, 2022

Dear Aakash Verma,

With reference to your interview on Feb 12, 2022, we are happy to inform that you are selected for the profile of **Junior Software Developer** in our company. You will get an annual CTC of **INR: 3, 00,000 / annum**, which equated **INR 25,000 per month**. This amount also includes all fixed and variable salary components. Your salary is subject to be reviewed after three months of joining date i.e. Feb 16, 2022.

For further joining formalities, please email below mentioned documents.

List of documents required at the time of joining

- Latest passport size photographs
- Aadhar card
- 10th, 12th, Graduation
- Additional qualification certificate photocopies (if available).

Authorized Signatory

Sahil Affriya- Partner


Signature



Pinnacle Infotech Solutions

IT-A-016-E, MAHINDRA SEZ, RAJASTHAN, JAIPUR - 302037
www.pinnaclecad.com | Global BIM Leader

Shreya Kulshreshtha

Date: 30' Dec, 2021

Candidate ID: 28219922

Subject: Offer for Apprenticeship

Dear **Shreya**,

Further to your application for Apprenticeship/ Training with us and the subsequent selection process, **we** are happy to induct you in our Company as Apprentice / Trainee.

Your date of your joining would be in the month of July, 2022. Exact date of joining will be shared to you one month prior to the date. You will be entitled for a monthly stipend of Rs. 18000/- (Eighteen Thousand only). Upon your joining, you are expected to enter into an agreement, which details the scope, terms and conditions of your Apprenticeship/Training, wherein the necessary training and the contractual obligation will be with Pinnacle Infotech Solutions. On successful completion of your Apprenticeship of One year with the company you will be absorbed as a permanent employee with Pinnacle Infotech Solutions subject to the terms and conditions as per Company policies.

Company solely reserves the right to make any further changes to the date of joining.

Your Apprenticeship with us will be governed by the rules, regulations and policies of the Company and as contemplated in the Apprenticeship Act 1961.

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

We request you to please sign this letter as acceptance of the offer and mail the signed scanned copy to us within 15 days. Also, please carry a signed copy of the offer letter on the day of your joining as an authenticating identity document.

Welcome to Pinnacle Infotech Solutions.

Yours sincerely,

S Raghunathan

Assistant General Manager - HR

Annexure to the offer (as applicable to you).

I have read, understood and agree to the terms and conditions as set forth in this offer letter and the annexure to the same.

Your name in capital letters Your Signature

Date:

Location:



Pinnacle Infotech Solutions

IT-A-016-E, MAHINDRA SEZ, RAJASTHAN, JAIPUR - 302037
www.pinnaclecad.com | Global BIM Leader

Annexure to your Offer of Apprenticeship as **Trainee**

Presented here are the details that refer to our offer of Apprenticeship to you as a Trainee

1. Apprenticeship Period:

You will be on Apprenticeship for a period of one year from the date you are registered in <http://www.mhrdnats.gov.in>. Upon successful completion of your Apprenticeship of one year, and with proper maintenance of Company's Code of Conduct and Policies, Company may offer you employment in a suitable position.

- a. During your Apprenticeship, you are expected to give your full effort to complete your Training successfully. During the initial period of your Training, you will be undergoing Examinations, both Practical as well as Online, the cut-off marks of which is 60%. Upon failure to secure 60% in the first chance in any of the Exams, you will be given another opportunity, failing which, your Apprenticeship will be terminated by the Company.
- b. In case of violation of Code of Conduct or Policies of Company, Company may terminate your Apprenticeship with immediate effect.

2. Surety Deposit:

On the day of your on boarding the Company for apprenticeship/training, you will be required to execute a retention undertaking for a period of two years, and deposit INR 50,000/- (Rupees Fifty Thousand only) as surety amount through Demand Draft payable to 'Pinnacle Infotech Solutions'. The said amount is required to meet your Training expenses and provide infrastructural facilities. The said amount is refundable only if you decide to leave within 15 days of your joining, or after your successful completion of Apprenticeship of one year and plus, thereafter, one year of employment i.e. Two years from the date of joining Pinnacle Infotech Solutions.

In case of Resignations, drop out and long absence and Terminations on grounds of non-performance and disciplinary issues, the said surety amount is non-refundable.

3. Leave:

During your Apprenticeship, you will be undergoing Classroom Training for 3 months, followed by On-job Training for 9 months.

- a. During your Classroom Training of 3 months, you would be entitled for 2 Casual leaves only.
- b. During your On-job Training period for 9 months, you will be entitled for 0.5 Casual Leaves per month and 1.25 Privilege Leaves per month.

4. Increments and Promotions:

There will be no Increment or Promotion during your Apprenticeship period of one year.

You will be entitled for a monthly stipend of Rs 18000/-, You will not be entitled for any kind of statutory benefits for this period.



Pinnacle Infotech Solutions

IT-A-016-E, MAHINDRA SEZ, RAJASTHAN, JAIPUR - 302037

www.pinnaclecad.com | Global BIM Leader

5. Notice Period:

During the Apprenticeship period, if your performance is found to be unsatisfactory or if it does not meet the prescribed criteria, your training / Apprenticeship can be terminated by the Company with one-day notice thereof. In the event of you having any incomplete assignment, the Company may decide to relieve you only at the end of the completion of the said assignment. Similarly, the Company can terminate your Apprenticeship with immediate effect giving stipend only up to the end of previous calendar month. The Company may terminate your services immediately on disciplinary grounds. No Stipend will be paid if you drop out or stop attending apprenticeship/training.

6. Employment Agreement:

After successful completion of your Apprenticeship, you will undertake an Agreement on the laid down terms and conditions for permanent employment with Pinnacle Infotech Solutions.

7. Transfer:

During your Training period, you can be transferred to any of our Units / Departments situated anywhere in India or abroad.

Background Checks:

The Company may, at its discretion conduct background checks prior to or after your expected joining date to validate your identity, the address provided by you, your education details and details of your prior work experience, if any, and to conduct any criminal records checks. You expressly consent to the Company conducting such background checks. In this connection, you are required to furnish the documents listed in Annexure II. If the Company is not satisfied, in its sole discretion, with the outcome of the background checks, the Company reserves the right to withdraw this Offer without notice and Compensation or to take any appropriate action against you, including, but not limited to termination of your apprenticeship and subsequent employment.

8. Other Terms & Conditions:

You agree not to undertake employment, whether full-time or part-time, as the Director / Partner / Member / Employee of any other organization or entity engaged in any form of business activity without the consent of Pinnacle Infotech Solutions. The consent may be given subject to any terms and conditions that the Company may think fit and may be withdrawn at any time at the discretion of the Company.

Yours sincerely,

S Raghunathan

Assistant General Manager - HR



Date: 21-Jan-22

Gauri Tanwar
Jairam Colony, Near Naman Hotel, Alwar
-301001,

Sub: Offer of Employment

Dear Gauri,

Further to your interview and discussion with us, we are pleased to offer you the post of Software Trainee from 24-Jan-22 in our Organization.

During internship period following will be the conditions:

- A stipend of Rs. 20,000/- per month will be paid during the internship tenure (subject to tax and other statutory deductions as applicable).
- You will be eligible to avail One-day leave during a month, any exceeding leaves will further result in subsequent deduction in stipend.

Post internship program and B.Tech, your status will be converted as full time employee and you will be Designated as Associate Software Engineer in our organization. You will be paid a salary of Rs.500004.00/- (Five Lakh and Four Only) per annum on CTC basis, subject to tax and other statutory deductions as applicable (Refer attached annexure).

As an Associate Software Engineer you will be on a probationary period for first six months. Upon successful completion of the probationary period, your employment will become of a permanent status. Please note, you will be eligible for next salary review in the salary review cycle falling after 31st March 2023. Salary Increment will be on the basis of demonstrated results and effectiveness of performance during the period of review.

You need to sign an NDA and 18 Months Service Adherence Agreement (Applicable from start of your internship period) with us. Also, you agree that terms and conditions of above said agreements are acceptable to you.

You will be required to join your duties on or before 24-Jan-22 at 9:30 AM at following address:

Pratham Software Pvt. Ltd.
G1-265-266, RIICO Industrial Area,
EPIP, Sitapura, Jaipur – 302022

You are requested to provide us the original and photocopy of following documents for verification/submission at the time of joining. All documents should be self-attested: -

- | | |
|---------------------------------------------------------|---------------------------------|
| a) Educational/ Professional qualification certificates | b) Certificate of Date of Birth |
| c) Four Passport Size Photos | d) PAN Card |
| e) Driving License | f) Passport |
| g) Voter ID | h) Aadhar Card |

You can confirm your acceptance through email.

Note: The validity of this offer is subject to reference check & background verification report and authenticity & legitimacy of the credentials & information provided by you.

On behalf of Pratham Software,
Best Regards,
Sonal Upadhyay | Associate Vice President | HR |
(T) +91 141-6690000 |

(All figures in INR)	
PRATHAM SOFTWARE PRIVATE LIMITED	
Compensation & Benefit Plan (Applicable for ASE)	
Name	Gauri Tanwar
Joining Date	
Effective Date	
Decision Date	
Designation	Associate Software Engineer
Department	Engineering-Yet to Decide

Component/Description	Amount (Rs per month)	Amount (Rs per annum)
BASIC	14600	175200
ALLOWANCES		
House Rent Allowance	7300	87600
Education Allowance	2200	26400
Special Allowance	3366	40392
<u>MONTHLY GROSS *</u>	38916	
<u>BENEFITS:CONTRIBUTION BY ORGANISATION</u>		
Monthly CTC	41667	500004
Transport Allowance	1600	19200
Fixed Bonus	1000	12000
Training/Research/Academic Allowance	2500	30000
Purchase and Maintenance of Uniform Allowance	1250	15000
Employers PF Contribution	1752	21024
Provision of Gratuity	702	8424
Group Health Insurance	297	3564
Project Bonus	5100	61200
TOTAL FIXED COST(TFC)		500004

* Bonus Shall apply as per the 'Payment of Bonus Act, 1965'.

** As per the Provisions of 'Payment of Gratuity Act, 1972'.

*** Leave Encashment as per Service Rule Book.

Company Confidential - This Communication is confidential between you and Pratham Software Pvt. Ltd

Annexure A
Offer Acceptance Undertaking

I, Gauri Tanwar S/O / D/o _____ R/o _____
hereby solemnly confirm that I have carefully read the terms and conditioned contained here
in the offer letter and offer undertaking. I also hereby undertake to comply with the following
terms and conditions:

- a) I understand that I need to sign an NDA and 18 months' Service Adherence Agreement. Also, I will abide by the terms and conditions of above said agreements.
- b) I undertake that I will join either on 3rd January 2022 or after a week of my Seventh Semester examination is over or whichever is earlier. I will be solely responsible for updating the final date of joining to PSI not later than 15th December 2021.

Date:

Place:

(Signature)

Dear Naman

Welcome to Pregradfamily!

It's an exciting time for us. As we continue to grow, we strive to remain as adaptable, motivated and responsive to our new employees, as we are to our customers. Pregrad prides itself on ensuring that it always puts customers first, and for us our employees are Family. Hence ensuring their success is our priority.

Our values include 'Hardwork', 'Humility' & 'Curiosity'. These values are the DNA behind how we work. Through our interactions we know you represent these values and shall fit right in.

We are glad to have you on board, with us during this time of change and growth.

In closing, it's our privilege to welcome you to be part of this growing family of creators. We look forward to our journey together in the times to come.

Welcome aboard!

Regards,
Team Pregrad

Offer Letter

Dated: 17th December

To Naman

We are pleased to offer you a 14 days Training which is unpaid but you will get incentives for the training period that can be extended as 3 Months Internship with Pregrad. Please find the following confirmation of your Internship.

Start Date: 02/01/2021

Your job title will be "Business Development Trainee" your scope of responsibilities will include those for which you are engaged. as well as any other duties given to you by your superiors. By accepting this Internship offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms. You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

During the internship period, the company will have all the rights, to terminate your service without offering any reason and you are required to give 15 days notice.

By accepting this offer of Internship, you acknowledge that you will keep all of the company's information confidential and refrain from using it for your own purpose or from disclosing it to anyone outside of Company. In addition, you agree that, upon conclusion of your tenure, you will immediately return to company all its property, equipment and documents including electronically stored information.

By accepting this internship offer letter, you agree that throughout your internship, you will observe all policies and practice governing the conduct of our business and employees. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions.

Official communication either within the company or outside the company should be through the company email of your manager only.

Working Hours: 9 Hours a day (Inc. Lunch Break)

Monthly Target: 180000

Stipend: Fixed INR 17000+ Incentives upto 15k(incentives will be for above 1.8lac)

PPO after successful completion of Internship.

Location: In Office

Acceptance of the Candidate:

I have read and Understood the above terms and conditions and I accept this offer, as set forth above, with Pregrad, and will report on or before 02/01/2021.



Signature _____

Date: 17-12-2021

(Candidate's Signature)

Cheers,
Madhav Chaturvedi
Ankur Saxena
Founders,Pregrad

Annexure-1

1. Digital Photograph
2. Pan Card/Voter ID/Driving Licence/passport scanned copy
3. 10th/12th/Graduation Certificate



HARDER THE BATTLE

QUEEN

0848639



केन्द्रीय माध्यमिक शिक्षा बोर्ड
CENTRAL BOARD OF SECONDARY EDUCATION
 अंक विवरणिका
MARKS STATEMENT

सीनियर स्कूल सर्टिफिकेट परीक्षा, 2018
ALL INDIA SENIOR SCHOOL CERTIFICATE EXAMINATION, 2018

विद्यार्थी का नाम Name of Student **NAMAN SARASWAT**

अनुक्रमांक Roll No. **5606607**

माता का नाम Mother's Name **ANURADHA SARASWAT**

पिता/संरक्षक का नाम Father's/Guardian's Name **RAMASHANKAR SARASWAT**

विद्यालय School **54897- SACHDEVA MILLENIUM SCH DEHTORA SHASTRIPURAM AGRA**

विषय कोड SUB. CODE	विषय SUBJECT	प्राप्त अंक MARKS OBTAINED				स्थितीय ग्रेड POSITIONAL GRADE
		लिखित THEORY	प्रायोगिक PRACTICAL	योग TOTAL	योग शब्दों में TOTAL IN WORDS	
301	ENGLISH CORE	073	XXX	073	SEVENTY THREE	B2
042	PHYSICS	027	029	056	FIFTY SIX	D1
043	CHEMISTRY	041	028	069	SIXTY NINE	B2
041	MATHEMATICS	042	XXX	042	FORTY TWO	D1
083	COMPUTER SCIENCE	028	028	054	FIFTY FOUR	D2
500	WORK EXPERIENCE					B1
502	PHY & HEALTH EDUCATION					A2
503	GENERAL STUDIES					B1

संक्षिप्तियों का अर्थ : Abbreviations

AB : अनुपस्थित Absent

FP : प्रायोगिक में असफल Fail in Practical

FT : लिखित में असफल Fail in Theory

परिणाम Result **PASS**

दिल्ली Delhi

26-05-2018

दिनांक Dated :


 परीक्षा नियंत्रक
 Controller of Examinations

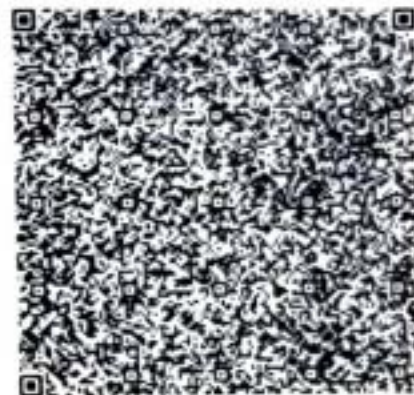
आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
LWXPS0302P



नाम / Name
NAMAN SARASWAT

पिता का नाम / Father's Name
RAMASHANKAR SARASWAT

जन्म की तारीख
Date of Birth
06/04/2001

Naman
हस्ताक्षर / Signature

24062019



1545386

S.No.SSE-2016

उह प्रमाणित किता जाता है कि This is to Certify that

मानक, विना स्वतंत्रता का साथ

Mother's/Father's/Guardian's Name

Year of Birth Date of Birth

निदेशिका School

(A) निम्नलिखित विषयानुसार तालिका has performed as follows

NAMAN SARASWAT

અનુક્રમાંક. Roll No.: 5006845

ANURADHA SARASWAT / RAMASHANKAR SARASWAT

06/04/2001 6TH APRIL TWO THOUSAND ONE

54697-SACHDEVA MILLENIUM SCH DEHTORA SHASTRIPURAM AGRA

1. **शैक्षणिक प्रदर्शन** Academic Performance

Part-1: **विज्ञान और Scholastic Areas**

विषय कोड और नाम Subject Code and Name	R-01 Class D				R-02 Class E			
	Grade FA	Grade SA	Overall Grade (FA+SA)		Grade FA	Grade SA	Overall Grade (FA+SA)	
			Grade	Grade Point (GP)			Grade	Grade Point (GP)
002 HINDI COURSE A	A1	B2	B1	06	A2	B2	A2**	09
101 ENGLISH COMM.	B1	C1	B2	07	B1	A2	A2	09
041 MATHEMATICS	A2	C1	B1**	06	A2	B1	B1	06
006 SCIENCE	B2	B2	B2	07	A2	B2	B1	06
007 SOCIAL SCIENCE	B1	C2	B2**	07	B2	B2	B1**	06
Additional 165 FOUNDATION OF IT	A2	B1	A2	09	B1	A1	A2	09

सर्वोच्च ग्रेड बिन्दु का औसत (भौजोपयोगी): Cumulative Grade Point Average (CGPA) : 8.75

114

• **अध्ययन की प्रगति (एचएसए)** के आकलन में प्रयुक्त **Grade in Assessment of Speaking and Listening Skills (ASLS)**

IX - B1 X - A2

2. वि. : A. जीवन कौशल Life Skills

भाग Part - 2 : सह-विश्वीय क्षेत्रों में Co-Scholastic Areas

अवधि/Category Life Skills	Class IX		Class X	
	वर्णनकृत संकेतक Descriptive Indicators	ग्रेड Grade	वर्णनकृत संकेतक Descriptive Indicators	ग्रेड Grade
चिंतन कौशल Thinking Skills	Easily identifies personal strengths and weaknesses and uses them to arrive at meaningful decisions, raises questions, capable of independent thinking, has exceptional problem-solving and decision-making skills.	A	Identifies personal strengths and weaknesses, evaluates information and chooses appropriate alternatives, arrives at innovative and constructive solutions to problems.	A
सामाजिक कौशल Social Skills	Empathetic, Displays sensitivity towards differently-abled, possesses good interpersonal skills and appreciates other's opinions, accepts feedback from teachers, elders and peers for self-improvement.	A	Empathetic, with very good interpersonal and communicative skills, an active listener, observes school rules, accepts feedback and criticism positively, often demonstrates leadership skills and is an inspiring team member.	A
अवधानकृत कौशल Emotional Skills	Self-confident, optimistic, manages personal challenges and adverse situations effectively and constructively, handles stress well, expresses emotions appropriately and readily takes help when needed.	A	Identifies the causes of stress and manages adverse situations effectively. Expresses emotions appropriately.	A

19-8: W&E State Work Education

<p>कक्षा शिक्षक Work Education</p>	<p>Innovative, with excellent grasp of any assignment, very punctual in the completion of any assigned task, self-motivated, empathetic, inspires others and an excellent team worker.</p>	<p>A</p>	<p>Innovative, with excellent grasp of any assignment and is very punctual in the completion of set task, self-motivated, empathetic, inspires others and an excellent team worker. Readily shoulders responsibility.</p>	<p>A</p>
----------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------

Visual and Performing Arts

For the teacher/parent/leader and performing Arts	Participates actively in artistic activities at different levels, enthusiastically plans and conducts creative events, very observant, displays an aesthetic, innovative approach to the appreciation and understanding of different art forms.	A	Participates actively in artistic activities at different levels, enthusiastically plans and conducts creative events, very observant, displays an aesthetic, innovative approach to the appreciation and understanding of different art forms.	A
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Table 2 *Intergroup and Intragroup Attitudes and Values*

Attitude towards	परिचयन: Indicative Descriptive Indicators	IFE Grade	परिचयन: Indicative Descriptive Indicators	IFE Grade
Teachers	Very courteous to teachers and elders, adheres to school rules, sincere and helpful, has a positive attitude towards learning, communicates easily with and confides in teachers, accepts feedback and criticism positively.	A	Very courteous to teachers and elders, has a positive attitude towards learning and adheres to school and class norms, communicates effectively with teachers and takes feedback and criticism with positivity.	A
Peers and schoolmates	Expresses ideas and opinions with clarity, is sensitive and supportive towards peers and differently-abled schoolmates, receptive to new ideas and suggestions, inspires others and manages diversity well.	A	Sensitive and supportive towards peers and differently-abled schoolmates, expresses ideas and opinions with clarity in a group, receptive to new opinions and suggestions, displays sensitivity to differences.	A
School programmes and events	Enthusiastic, shoulders responsibility readily and is a keen participant in various school programmes, possesses leadership qualities, inspires others, concerned about the environment. Participates in related events.	A	Punctual and takes part in school programmes regularly, possesses leadership qualities and displays team spirit, motivates and inspires others to participate. Respects school property and takes pride in the school.	A
Value systems	Understands value systems, abides by rules and regulations. Ethical and always courteous towards peers and elders, respects the national flag and symbols, sensitive to diversity and shows empathy towards the disadvantaged.	A	Abides by rules and understands value systems. Honest, courteous towards peers and elders, and has leadership qualities. Respects the national flag and symbols, sensitive to diversity, is empathetic towards the disadvantaged.	A

विद्यार्थी कार्यक्रमावली Co- Curricular Activities :

भाग Part - 3 सह पाठ्यक्रम कार्यक्रमा Co-Curricular Activities



DATE:
18 April

Dear Mr. Yash Chajjer

Welcome to Pregrad family!

It's an exciting time for us. As we continue to grow, we strive to remain as adaptable, motivated and responsive to our new employees, as we are to our customers. Pregrad prides itself on ensuring that it always puts customers first, and for us our employees are Family. Hence ensuring their success is our priority.

Our values include 'Hard Work', 'Humility' & 'Curiosity'. These values are the DNA behind how we work. Through our interactions we know you represent these values and shall fit right in

We are glad to have you on board with us during this time of change and growth.

In closing, it's our privilege to welcome you to be part of this growing family of creators. We look forward to our journey together in the times to come.

Welcome aboard!

**Regards
Team Pregrad**



Phone.
8384068969



Email.
madhav.chaturvedi@pregrad.in



Address.
D-Block, Sector 10, Noida

Offer Letter

DATE:

18 April 2022

Dear Mr. Yash Chajjer

We are pleased to offer you a Full Time offer. Please find the following confirmation of your Full Time Offer .

Start Date: 18/04/2022

Your job title will be "Growth And Marketing Manager "In Which you will perform in Leads and Marketing your scope of responsibilities will include those for which you are engaged. as well as any other duties given to you by your superiors. By accepting this Internship offer you agree to perform all responsibilities assigned to you with due care and diligence and in compliance with the management norms. You are also required to substantially use all of your time and effort to perform these tasks during business hours and such reasonable additional time as may be necessary.

During this period, the company will have all the rights to terminate your service without offering any reason and you are required to give 30 days notice.

By accepting this offer of Full Time , you acknowledge that you will keep all of the company's information confidential and refrain from using it for your own purpose or from disclosing it to anyone outside of Company. In addition, you agree that, upon conclusion of your tenure, you will immediately return to the company all its property, equipment and documents including electronically stored information.



Phone.

8384068969



Email.

madhav.chaturvedi@pregrad.in



Address.

D-Block, Sector 10, Noida



By accepting this internship offer letter, you agree that throughout your internship, you will observe all policies and practices governing the conduct of our business and employees. This letter sets forth the complete offer we are extending to you, and supersedes and replaces any prior inconsistent statements or discussions. Official communication either within the company or outside the company should be through the company email of your manager only.

Working Hours: 9 Hours a day (Inc. Lunch Break)
Revenue: 2.2 Lakhs From your leads+ 35-40k from Sales.

Sallary: INR 30000 + Incentives up to 15k(incentives will be given after 2.2 lakhs enrollments) Sallary will increased after 2 months Between 40-47k Per Month and at will basis that also increase For Sure.

Location: In Office(Noida)

Acceptance of the Candidate:

I have read and Understood the above terms and conditions and I accept this offer, as set forth above, with Pregrad, and will report on or before 18/04/2022

Signatures 
(Candidate's Signature)

Date :-

Cheers,
Madhav Chaturvedi
Co-Founder, Pregrad



Phone.
8384068969



Email.
madhav.chaturvedi@pregrad.in



Address.
D-Block, Sector 10, Noida

Annexure-1

- 1. Digital Photograph**
- 2. Pan Card/Voter ID/Driving License/passport scanned copy**
- 3. 10th/12th/Graduation Certificate**



Phone.
8384068969



Email.
madhav.chaturvedi@pregrad.in



Address.
D-Block, Sector 10, Noida



RAJKUMAR VISHANDAS AND SONS
114, NEW AATISH MARKET,
MANSAROVAR,
JAIPUR-302020

Email: rajkumarvishandas@hotmail.com

To,

Mrs. KRATI SINGH

JOB OFFER LETTER

18-AUGUST-2022

Dear KRATI SINGH

We are delighted to offer you employment on a full-time basis in the role of "INTERIOR DESIGNER". It is intended for you to commence your employment on 20-AUGUST-2022.

(A) You will be based at the address shown below, although we may direct you to work at difference locations from time to time.

114, NEW AATISH MARKET,
MANSAROVAR,
JAIPUR-302020

(B) Your employment is subjected to the satisfactory work experience in the same field.

(C) You will be entitled to annual and long service leave in accordance with the applicable laws and the leave policy of the company.

(D) You agree that the Employer's policies, as amended or replaced from time to time, shall be binding upon you but shall not form part of employment contract.

(E) You agree that you will not divulge any of the confidential information or trade secrets of the Employer to any person, whether during or after the termination of your employment.

(F) During your employment, either party may terminate this agreement by providing written notice of 1 month to the other party.

(G) Notwithstanding sub-clause above(F), the Employer may terminate this agreement by notice effective immediately where you have committed an act of willful or serious misconduct, are significantly neglected of your duties, or you are in breach of this agreement.

(H) Your annual salary will be 3,00,000/-. Increments will be provided on performance basis.

Kindly sign below to show acceptance of the offer made

Name:

Date:

Signature:

Best Regards,

For Rajkumar Vishandas and Sons



Gaurav Thawrani

For Rajkumar Vishandas and Sons



Vishal Singh Rathore



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

Date: 19th November 2021

Mr. Devanshu Gupta
Near HP Gas Agency, Udaipur Mode,
Gangapur city- 322201, SWM (Rajasthan)

Subject: **Offer Letter and Employment Agreement**

Dear Devanshu,

We are pleased to confirm our offer to employ you as **Associate Software Engineer** effective from **2nd February 2022** for RxLogix Corporation India Pvt Ltd ("we," "us," or the "Company"). Your duties in this capacity will relate to development & delivery of life sciences solutions (the "Solutions"). You will be working with us as our full-time Employee and your specific projects and objectives will be specified in instructions provided to you by management of the Company from time to time. You will be based at RxLogix office in **Noida, India**.

As discussed, and finalized, we offer you to pay a consolidated payment of **INR 6,00,000 (Six Lacs)** per annum, the details of which is appended as **Exhibit A** hereto. Your employment does not entitle you to any equity in the Company or to otherwise participate in the profits or losses of the Company.

Apart from the above, if the Company requests you to travel on its behalf, outside the reporting office, the Company will reimburse you for your reasonable travel expenses, as approved by us in advance. Air travel is reimbursed at economy rates. The Company will also reimburse you for customary business expenses incurred at our request and that comply with our expense reimbursement policy as in effect from time to time.

By accepting this engagement, you will provide the services to all the projects on which you have been asked by the Company and all the work will be performed and carried out in the Company's name (i.e., not in your own name or in the name of any other company). The services and deliverables which are achieved and produced by you during the period of your employment under this agreement shall be property of the Company. Accordingly, you agree with the Intellectual Property Terms set forth in **Exhibit B** hereto, as well as the confidentiality provisions of **Exhibit C** hereto, which are incorporated herein. In addition, you agree that your employment by the Company is on a full time basis, and that you will not perform services for any other company so long as the Company employs you. According to Company policy, the first 6 Months of employment is considered a probationary period, during which time the Company will evaluate your performance and fit with the Company. The Company is an "at-will" employer, and your employment will be at will. That means that both you and the Company have the right to terminate employment at any time, with **1 (One) Month** advance notice during probation and with **2 (Two) months** advance notice after Confirmation, and with or without cause. You also may be demoted or disciplined and the terms of your employment may be altered at any time, with or without cause, at the discretion of the Company. No one other than the CEO/Director of



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

the Company has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the CEO/Director of the Company and by you. You agree to not leave the Company in the middle of a project. In the event of termination of employment, you agree that you will not damage the company laptop and not delete any data and drive on it.

This offer expires on **25th November 2021** and is contingent upon verification of the information on your application, and upon your ability to provide proof of eligibility to work in the company.

Your employment is conditional on satisfactory reference checks, that would take place within one month of your joining. In case the company gets any negative feedback about you or it is found that you have furnished any incorrect information, your employment agreement shall become voidable, at the option of the Company.

This letter agreement, including its exhibits, sets forth our entire agreement and understanding regarding the terms of your employment with the Company, and supersedes any prior representations or agreements, whether written or oral. If any provision of this Agreement, including any of the exhibits, shall be held by a court of competent jurisdiction to be unenforceable, such provision shall be enforced to the greatest extent permitted by law, and the remainder of this Agreement and its exhibits shall remain in full force and effect.

We look forward to working with you at RxLogix Corporation India Pvt Ltd. If you accept the terms of this letter agreement, please so signify by signing below and returning a fully executed copy to us.

Sincerely,

FOR RXLOGIX CORPORATION INDIA PVT LTD

(Ramesh Chandra More)
Director

Acceptance: I agree to the terms and conditions set forth in this Letter Agreement.

(Devanshu Gupta)

Dated: _____



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

EXHIBIT A

Salary Break-up

CTC Break-up	Annum (Rs.)
Basic Salary	2,70,000
HRA	1,35,000
Special Allowance	1,95,000
Total Gross Salary	6,00,000
PF (Employer Share of Contribution)	-
Total CTC	6,00,000

EXHIBIT B

INTELLECTUAL PROPERTY TERMS

In consideration of the agreements of RxLogix Corporation India Pvt. Ltd. ("Company") in the letter agreement ("Agreement") to which these Intellectual Property Terms relates, and for other good and valuable consideration, you agree as follows:

A. Assignment of Inventions. You agree to assign to the Company, without further consideration, your entire right, title, and interest (throughout India, and United States including all foreign countries), free and clear of all liens and encumbrances, in and to all Inventions. The Inventions shall be the sole property of the Company, whether or not copyrightable or patentable. In addition, you agree to maintain adequate and current written records on the development of all Inventions, which shall also remain the sole property of the Company. You understand that "Inventions" means all ideas, processes, inventions, technology, designs, formulas, discoveries, patents, copyrights, and trademarks, and all improvements, rights, and claims related to the foregoing, that are conceived, developed, or reduced to practice by you alone or with others in the Company.

B. License for Other Inventions. If, in the course of your employment with the Company, you incorporate into Company property an invention owned by you or in which you have an interest, then the Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, worldwide



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

license to make, modify, use and sell your invention as part of and in connection with the Company property.

C. Assist With Registration. In the event any Invention shall be deemed by the Company to be copyrightable or patentable or otherwise registrable, you will assist the Company (at its expense) in obtaining and maintaining letters patent or other applicable registrations and in vesting the Company with full title. Should the Company be unable to secure your signature on any document necessary to apply for, prosecute, obtain, or enforce any patent, copyright, or other right or protection relating to any Invention, due to your incapacity or any other cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorney-in-fact to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of patents, copyrights, or other rights or protection with the same force and effect as if executed and delivered by you.

D. Disclosure. You agree to disclose promptly to the Company all Inventions and relevant records. You further agree to promptly disclose to the Company any idea that you do not believe to be an Invention, but is conceived, developed, or reduced to practice by you (alone or with others) while you are employed by the Company or during the one-year period following termination of your employment. You will disclose the idea, along with all information and records pertaining to the idea and the Company will examine the disclosure in confidence to determine if in fact it is an Invention subject to this Agreement.

E. Post-Termination Period. You agree that any idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement shall be presumed to be an Invention if it is conceived, developed, used, sold, exploited, or reduced to practice by you or with your aid within one (1) year after your termination of employment with the Company. You can rebut the above presumption if you prove that the idea, invention, writing, discovery, patent, copyright, or trademark or similar item, or improvement is not an Invention covered by this Agreement.

F. Ownership of Other Work Product. You agree that all work you perform in connection with your employment with the Company, whether in the form of programming, analysis, testing, review, the provision of customer feedback, the coordinating of reviews, or otherwise, belongs entirely to the Company.



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

EXHIBIT C

In consideration of the agreements of RxLogix Corporation India Pvt. Ltd. ("Company") in the letter agreement ("Agreement") to which these Intellectual Property Terms relates, and for other good and valuable consideration, you agree as follows:

Confidentiality. You acknowledge that in the performance of your duties for the Company, you may be exposed to and have an opportunity to learn about Company's product designs, codes, operations, methods of doing business, business strategies and plans, research and development, know how, customers and customer information, suppliers and supplier information, trade secrets, manufacturing methods, computer programs, algorithms, finances and other confidential and proprietary information belonging to Company, including the information, designs and works of you hereunder. All information learned by or provided to you of the type described in the preceding sentence is collectively referred to herein as the "Confidential Information." You agree: (a) that you will not, without written authorization from Company, acquire, disclose to anyone else or copy, in whole or in part, the Confidential Information; (b) that all Confidential Information shall be held by you in the strictest confidence; and (c) that you will not either directly or indirectly use, except in the performance of the obligations under this Agreement, any such Confidential Information. The foregoing obligations of confidentiality and nonuse shall survive the termination of this Agreement, but shall not apply to that information that is or hereafter becomes part of the public domain through no fault of the parties.

You agree to maintain at your work station and/or any other place under your control only such Confidential Information as you have a current "need to know." You promise to return to the appropriate person or location or otherwise properly dispose of Confidential Information once that need to know no longer exists. You also promise not to reproduce the Confidential Information or otherwise make it available to anyone unless there is a legitimate and genuine business need for reproduction.

Ownership of Property. All files, records, data, programs, algorithms, designs, documents, drawings, specifications, other written materials, equipment, devices, source codes, design documentation and all other items relating to the business of the Company or its clients, or which otherwise contain or relate to Confidential Information, whether prepared by or with the assistance of you or otherwise coming into your possession, custody, control, or knowledge, are and shall remain the exclusive property of the Company and shall not be removed from the premises of the Company under any circumstances except in furtherance of the business of the Company. If your employment with the Company ends for any reason, you promise to promptly return to the Company all Confidential Information and all personal property furnished to or prepared by you in connection with your employment. Following your termination, you will not retain any written, electronic or other tangible material containing any Confidential Information.



RXLOGIX CORPORATION INDIA PRIVATE LIMITED

You promise that after the termination of your employment with the Company, you will not enter into any agreement that conflicts with your obligations under this Agreement, and you will inform any subsequent employers of your obligations under this Agreement.

Confidential Information of Third Parties. You agree to preserve as confidential the confidential information of any third party to which you may have access and shall not disclose such information to the Company or any of its agents or employees, unless expressly permitted to do so by the owner thereof. In addition, you agree not to use such confidential information in any improper or illegal manner in the course of your work for the Company.

Non-Solicitation. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not solicit or otherwise induce any employee or consultant of the Company to terminate his or her relationship with the Company.

Limited Non-Acceptance of Employment with Clients. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not accept an engagement, either as an employee, independent consultant, agent, officer, director, partner or in any other capacity, from any entity which is a customer of the Company and with which you worked at any time during the term of your employment with the Company.

Unfair Competition. You promise that during your employment with the Company, you will devote yourself to the lawful business of the Company, and you will not directly or indirectly engage in any activity or business that competes with the Company's business or that creates a conflict of interest.

Non-Acceptance of Employment with Competitors. You agree that, during the term of your employment with the Company and for a period of twenty-four (24) consecutive months thereafter, you will not accept an engagement, either as an employee, independent consultant, agent, officer, director, partner or in any other capacity, from any entity which is a competitor of the Company.



PRIVATE AND CONFIDENTIAL

June 07, 2022

Ritik Maheshwari
B-25 Mahaveer Marg, Sanjay Colony
Bhilwara, Rajasthan, India - 311001

Dear Ritik,

OFFER OF EMPLOYMENT AND APPOINTMENT LETTER

We are pleased to offer you a position as a Success Agent Analyst (Tier 1) with salesforce.com India Pvt. Ltd. ("**Salesforce**" or "**Company**"). This letter sets out the terms and conditions of your appointment and outlines the current major features of the Company's compensation and benefits plans and practices. Together with the other documents presented to and signed by you, they constitute your employment contract ("Contract").

COMMENCEMENT OF EMPLOYMENT

Your appointment will commence on August 08, 2022, and you will report to Nikhil Srivastava. This is a Full time position.

This offer of regular employment is contingent on your successful completion of your graduation/post graduation from your current studies. If the above condition is not fulfilled this offer is automatically rescinded.

Your employment is contingent on the results of a background check which may include a personal history check and reference checks, and verification of education and work history. In addition, this offer of employment and your ongoing employment with the Company is conditional upon you obtaining and retaining all necessary and up to date licences, passports, registrations, clearances, health and safety requirements (including but not limited to complying with all testing and vaccination requirements) or memberships to enable you to fulfil the duties of the Position (including any client related requirements



associated with client site visits, work or travel)

This offer is also conditional on receipt of a U.S. Department of Commerce Bureau of Industry & Security export license in the event the Company is required to obtain such licence for your employment. If the results of your background check reveal information that is inconsistent with our standards, or with the information you provide, or if we are unable to obtain an export license, this offer may be cancelled and/or your employment with the Company may be subject to immediate termination.

The nature of your functions, duties and responsibilities has already been indicated to you. A non-exhaustive list highlighting the same shall be given to you, which is only indicative of the general requirements of your role. You may be required to perform duties other than those listed as your supervisory/reporting senior may request in writing if the need so arises.

COMPENSATION COMPONENTS

Base Salary: Your initial annual base salary will be INR ₹750,000.00 per annum. This amount will be prorated based on any part-time schedule.

All employees are paid monthly. You will receive your payments via wire transfer to the account you designated. You can break up your compensation into different components according to your requirements as permitted by current tax and labor law obligations and provided that your elections result in no additional cost to the company, including any taxes that the Company elects to cover. The Company does not guarantee that it will continue to cover any taxes, or that your take-home compensation will remain the same as the government may change tax and labor law obligations from time to time. You agree that the Company is entitled to deduct and/or adjust any other sums as may be recoverable from you from time to time.

Bonus Plan: You will be eligible to receive an annual discretionary bonus pursuant to the Company's Gratitude Bonus Plan based on your individual performance, Company performance, and the Company's funding formula. You must be employed on the payment date of the bonus to be eligible. Your initial bonus target for the Company's fiscal year (February 1 through January 31) shall be 10% of your base salary and will be paid according to the terms of the Gratitude Bonus Plan, which is subject to change at the Company's discretion, and prorated accordingly for any fiscal year in which you do not work in a bonus eligible position a full twelve months.



Relocation Assistance: In addition, you are eligible to receive relocation assistance pursuant to the Company's relocation plan. The details of your relocation package will be sent to you under separate cover in a relocation agreement.

Employee Benefits: You will be entitled to employee benefits under the Company's applicable policies and subject to applicable terms and conditions, which are country-based and may vary from region to region.

Please note that we provide, subject to the terms and conditions of those insurance policies, Medicaclaim/Health insurance cover for yourself and your family, and Term Life and Personal Accident insurance cover for yourself. The Company pays the premiums for those policies.

Full-time employees are entitled to 20 days of annual leave in addition to sick leave, parental leave, bereavement leave, public holidays, casual leave & other kinds of leave in accordance with the Company's applicable rules, as may be amended from time to time. Your leaves may be pro rated, if you work a partial year or partial hours.

Should the Company decide to introduce retirement benefits, the Company reserves the right to vary/restructure the base salary if necessary to include such benefits.

The Company reserves the right to discontinue or modify any compensation, incentive, benefit, perquisite plan, program or practice. There are always requirements that you must comply with to be eligible for the benefits provided, and you are expected to read, understand and comply with those requirements, as they may change from time to time.

TAXATION

Indian income taxes are withheld from the salary paid to you. You are responsible for filing your personal returns and complying with other requirements under the India tax laws.

HOURS OF WORK

You will be required to work up to 48 (forty eight) hours in a week, spread over a period of 5 (five) days, as notified to you by the Company from time to time. The Company may, subject to applicable laws, require you to work beyond these hours for performing your duties competently and to meet the Company's requirements.



PLACE OF WORK

Your office location will be India - Hyderabad. Based on the needs of your role, you may work from the office or from another location on a flexible basis. Your manager can further explain the flexibility available to you.

The Company reserves the right to change your way of working at any time in accordance with business needs. You must comply with any policies and procedures (including but not limited to any applicable team agreements, working from home checklists and associated assessments) that apply to your specific way of working. If you change your way of working, or the geographical area in which you work, it may impact your eligibility for discretionary benefits, including but not limited to additional benefits for employees designated as home-based.

The Company may at any point in time, in its sole discretion, after giving you reasonable notice, transfer or assign your services to any place of business of the Company that may presently be operating, or which may subsequently be acquired or established, in any part of India or abroad. The terms and conditions governing your service shall be those applicable at the location of transfer or those applicable to employees of such subsidiaries or affiliates as the case may be.

The Company may also depute you to any work or assign your services to any associate company, branch, office, subsidiary or other companies, concerns, organizations, or firms with whom the Company may make any such arrangement or agreement.

You accept the transferable nature of the job offered and the absence of any right for you to claim continuance or choice of transfer. However, the management agrees that due regard and consideration will be given to personal factors prior to any such transfer/deputation.

PROBATION

Your first three months of employment will be your probationary period. Your manager may extend your probation for a maximum of three months at its sole discretion. During your probation you or the Company may terminate your employment on one week's notice.

Your probation is a time for you to get to know the Company and for the Company to evaluate your skills and performance to confirm that this is the right role for you.



TERMINATION

After your probationary period, you or the Company may terminate the employment relationship on thirty days' notice or pay in lieu. The Company has the right to terminate your employment summarily without notice or payment in lieu of notice, if it has reasonable grounds to believe that you have engaged in misconduct or negligence, have committed any breach of the terms of this Contract, or have generally acted or failed to act in a manner that has caused the management of the Company to lose faith in you. Summary termination, after you have been provided with a reasonable opportunity to be heard, is at the option of and in the sole discretion of the Company.

OBLIGATIONS TO THIRD PARTIES

In your work for the Company, you will be prohibited from using or disclosing any confidential, proprietary or trade secret information of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be required to use only information that is generally known and used by persons with training and experience comparable to your own, is common knowledge in the industry or otherwise legally in the public domain, or is otherwise provided or developed by the Company. You agree that you will not bring onto Company premises or use in your work for the Company any unpublished documents or property belonging to any former employer or third party that you are not authorized to use and disclose. You further represent that when working for the Company, you will not violate the terms of any restrictive contract you might have signed with a former employer or other person. By accepting employment with the Company, you are representing that you will be able to perform your job duties within these parameters.

In the event any previous employer of yours alleges that your joining the Company is a breach of a non-compete or other restrictive-covenant agreement between you and that employer, you understand that the Company will not indemnify you or pay for your representation against any such claims. You further understand that if a court or arbitrator determines or mandates that you may not work for the Company for a period of time as a result of a restrictive covenant that you signed with a previous employer, you will not be entitled to any pay or equity vesting from the Company during that period and the Company may terminate your employment. You understand that you are responsible for obtaining your own legal advice on the enforceability and extent of any restrictive covenants you have signed with any former employer.

CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY



(a) By virtue of your employment, you may become aware of information relating to the business or affairs of the Company or a Related Company, including, but not limited to its client lists, trade secrets, client details, sales and marketing information, intellectual property and work, and financial information between the Company and/or a Related Company and/or its clients (**Confidential Information**).

(b) Without limiting your implied and any other express obligations to the Company with respect to Confidential Information and intellectual property, it is a condition of this offer and your continuing employment that you agree to and execute:

(i) the Company's Employee Inventions and Proprietary Rights Assignment Agreement, a copy of which is attached as Schedule 3 to this Agreement, and incorporated as part of this Agreement; and,

(ii) any other agreements dealing with Confidential Information and similar subject matter as may be required by the Company or Related Company throughout your employment.

OUTSIDE BUSINESS ACTIVITIES AND BOARD MEMBERSHIP

Because of the nature of the Company's business and the identities of our customers, partners and prospects, outside activities (including for example sitting on the board of another company) may present many areas of actual or potential conflict. If you wish to engage in any outside activities that take time away from your job at the Company, create a possible conflict with the Company or are related in any way to the Company's business, you must disclose these activities to the Company immediately and prior to your start date.

GENERAL PROVISIONS

As an employee in the full time employment of the Company, you will be obliged to devote your entire time, attention and effort to the furtherance of the business of the Company and to continually develop your professional skills in the interest of the Company and yourself. You shall not, during your employment with the Company, directly or indirectly engage yourself or devote your time or attention to any employment, business or position of monetary interest, other than that of the Company.

You will also be governed by statutory laws enacted by Central or State Government or local authorities as may be applicable to you from time to time. It is your responsibility to inform yourself of all applicable terms and conditions, policies, rules, regulations, norms, etc. and any changes made by the Company from time to time. If you do not understand a requirement of your employment you should seek clarification from your manager or



Employee Success.

The terms of this offer detailed above are strictly confidential and should be treated as privileged information between you and the Company. You are expected to maintain such information appropriately.

This Offer Letter, together with the enclosed Employee Inventions and Proprietary Rights Assignment Agreement (**EIPRAA**), supersede any prior oral or written communication on this subject.

The provisions of this Offer Letter shall be governed by, and construed in accordance with the laws of India and the jurisdiction for any dispute is where your position was last located.

ACCEPTANCE OF OUR OFFER

Please confirm your acceptance of our offer by electronically signing this Offer Letter, and EIPRAA within 7 days from the date of this letter. This offer is rescinded if not accepted and returned timely.

We hope you find this offer to be a satisfactory basis for joining the Company.

We look forward to receiving your acceptance and to working welcoming you to the Company and wish you a long-lasting and rewarding association with us.

Yours sincerely,

For and on behalf of Salesforce.com India Pvt. Ltd.

A handwritten signature in black ink, appearing to read "Brent Hyder", followed by a horizontal line.

Brent Hyder
President, Chief People Officer



ANNEXURE A

Your total compensation will initially consist of the following components:

CATEGORY

FIXED SALARY

- FIXED SALARY 750,000 INR Annual / 62,500 INR Monthly

- Basic Salary

300,000 INR Annual / 25,000 INR Monthly

- House Rent Allowance (HRA)

150,000 INR Annual / 12,500 INR Monthly

- Other Allowance

160,000 INR Annual / 13,333 INR Monthly

- Leave Travel Allowance (LTA)

50,000 INR Annual / 4,167 INR Monthly

- Driver salary

10,800 INR Annual / 900 INR Monthly

- Vehicle running and maintenance Reimbursement

28,800 INR Annual / 2,400 INR Monthly

- Telephone Allowance/Reimbursement

12,000 INR Annual / 1,000 INR Monthly

- Children's education allowance (2 children max)

2,400 INR Annual / 200 INR Monthly

- Company Contribution to Provident Fund

36,000 INR Annual / 3,000 INR Monthly

INCENTIVE TARGET

75,000 INR Annual / 6,250 INR Monthly

COST TO COMPANY (CTC)

825,000 INR Annual / 68,750 INR Monthly



This chart is subject to change based on local tax law.



ANNEXURE B

ACCEPTANCE OF EMPLOYEE

I, Ritik Maheshwari have read, understood and accept the above Offer of Employment and Appointment Letter and Compensation Package relating to my services and appointment with salesforce.com India Pvt. Ltd.

Signature

Place:

Date:

7th Jun 2022

Himanshu Kawatara,

Subject: Offer of Employment

Dear Himanshu,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us.

We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the “Company”), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company’s Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month’s advance written notice or payment of one month’s basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details

	Salary Components	INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
Allowances	HRA	8986	107830
	Conveyance	1600	19200
	Special Allowance	10602	127229
	Supplementary Allowance	4493	53914
Benefits	LTA	1498	17972
	Medical	1250	15000
Retirals	Provident Fund	2157	25879
	Gratuity	864	10373
	TOTAL SALARY	49422	593057
*Bonus	Festival Bonus (Oct-Nov)	200% of Basic pay	35943
	TOTAL COST PA		629000
Other Benefits	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formals with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence cum ID Proof (Only Following documents will be considered as

Proof of Address and ID):

- Voter ID card
- Driving License
- Ration Card

Documents required to be submitted by candidates who hold prior experience in other companies

(Please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: *The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.*

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

7th Jun 2022

Jasmine Kalra,

Subject: Offer of Employment

Dear Jasmine,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us.

We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the “Company”), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company’s Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month’s advance written notice or payment of one month’s basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details

	Salary Components	INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
Allowances	HRA	8986	107830
	Conveyance	1600	19200
	Special Allowance	10602	127229
	Supplementary Allowance	4493	53914
Benefits	LTA	1498	17972
	Medical	1250	15000
Retirals	Provident Fund	2157	25879
	Gratuity	864	10373
	TOTAL SALARY	49422	593057
*Bonus	Festival Bonus (Oct-Nov)	200% of Basic pay	35943
	TOTAL COST PA		629000
Other Benefits	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formals with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence cum ID Proof (Only Following documents will be considered as

Proof of Address and ID):

- Voter ID card
- Driving License
- Ration Card

Documents required to be submitted by candidates who hold prior experience in other companies

(Please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: *The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.*

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

Ref: SIEL/HRD/APPT//2022/22520065

Dated: 13.06.2022

Ms. Nikita Goyal
 SRI-Noida

Sub: Appointment Letter

Dear Ms. Nikita Goyal,

With reference to your application, subsequent interview and our offer letter issued to you, we are pleased to formalize your appointment with Samsung India Electronics Pvt. Ltd., hereinafter referred as Company on the terms and conditions given below:

1. Job Band - CL2-I
2. Global Title - Professional
3. Business Title - Engineer
4. Division - SRI-Noida
5. Date of Appointment - 13.06.2022
6. Initial Place of Posting - Samsung India Electronics Pvt Ltd.
 Part of Ground & 1st to 9th Floor, Tower No. 11, Plot No. 20-21
 IT/IES SEZ, Seaview Developers Pvt Ltd, Sec-135, Noida
 Gautam Buddha Nagar, Uttar Pradesh - 201304, India
7. You shall be entitled to Salary, Allowances and Benefits as per Annexure 'A' dated 13.06.2022 attached and your next performance review will be due on March 1, 2023.
8. You shall be solely responsible for paying any taxes, direct or indirect, state or local whether payable in India or elsewhere, which may result from your remuneration. The Company shall be entitled to deduct applicable taxes at source from your salary, in accordance with prevailing laws of the country.
9. You will be on probation for a period of 3 months, which can be extended at the sole discretion of the Company. During your probation period and at any time before your confirmation by Company in writing, termination of services may be effected by either side tendering 30 days' notice or payment of one month's basic salary in lieu of notice and without assigning any reason. You will be deemed to be on probation until you are issued a letter of confirmation in writing.
10. Subsequent to your confirmation, termination of services may be effected by either you or the Company by tendering 60 days written notice period or basic salary (as per management discretion) in lieu of notice period.
11. In the event where the Company has, at the time of your joining, paid for your relocation or notice period buy out from your last employer, all expenses borne on account of such relocation or notice period buy out will be recovered from you on full payment basis, if you resign from the Company before completing one year (12 months) of service with the Company.

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SAMSUNG INDIA ELECTRONICS PVT. LTD.

C.I.N. : U31900DL1995PTC071387
Part of Ground & 1st to 9th Floor, Tower No. 11, Plot No. 20-21,
IT / ITES SEZ, Seaview Developers Pvt Ltd,
Sector-135, Noida, Gautam Buddha Nagar,
Uttar Pradesh-201 304, India
Tel. : (91-120) 6711111 / 3894900
Website : www.samsung.com/in

:: 2 ::

12. You will keep us informed of any change of your residential address or civil status.
13. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof. You hereby authorize the company and/or any of its subsidiaries or affiliates and any external person or organization or agencies acting on its behalf to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose.
14. The company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe that you are guilty of misconduct or negligence or fraud or cheating or have committed any fundamental breach of contract or caused any loss to the Company or if there is loss of trust on you.
15. In addition to the normal responsibilities/duties associated with the above post you can be assigned any other duties as may be deemed necessary.
16. Your services may be utilized in any of the offices or branches of the company or in any department of the company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside, whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay.
17. You will not, during your employment with company (in terms of this letter except so far as may be proper in the ordinary course of business and for the interest of the company) or at any time thereafter, divulge or make known any information in any way whatsoever relating to the company or its business/or of its customer and/or any other information, secret processes or data and material, which may come to your knowledge during the course of your employment. You will always maintain strict secrecy regarding any technical information or any other information gained or acquired or imported to you in the course of your employment. You will always maintain strict secrecy regarding any technical information / technical data or any other information / data related to Sales and Marketing gained or acquired or imported to you in the course of your employment through SAP/R3 System or any other source.

Company reserves the right to trace back activities on Information Technology Infra allocated to you during course of your employment or thereafter and take appropriate legal recourse against you in case of breach of the above obligation.
18. The age of retirement will be 58 years or earlier in case you are found physically/mentally unfit to work any longer or for continued ill-health as certified by the medical officer/medical practitioner nominated by the Company. In such case the Company has the right to terminate your services by serving one month written notice or by payment of basic salary in lieu thereof. As per the details and documents furnished by you, we record your date of birth as 28.01.2000.

SUNG

SAMSUNG INDIA ELECTRONICS PVT. LTD.

C.I.N. U31900DL1995PTC071387
Part of Ground & 1st to 9th Floor, Tower No. 11, Plot No. 20-21,
IT / ITES SEZ, Seaview Developers Pvt Ltd,
Sector-135, Noida, Gautam Buddha Nagar,
Uttar Pradesh-201 304, India
Tel. : (91-120) 6711111 / 3894900
Website : www.samsung.com/in

:: 3 ::

19. During your employment with the Company, you will devote your whole time, attention and skills to the best of your ability for the Company's business. Without prior written consent of the Company, you shall not engage yourself, or be interested, or concerned in any other business, service or activity or pursue any course of study of any kind whether directly or indirectly and whether full time or part time, nor shall you publish any information about the affairs or business of the Company whether for remuneration or otherwise. Further, you shall not associate yourself nor let your work, name or personality be used by any other organization operating in India or outside without prior written consent of the Company.
20. During your employment with the Company, you will be governed by the policies of the Company, in force or as introduced or amended, from time to time. You will also be governed by the Company's policies including but not limited to those related to Leave, Provident Fund, Medical Reimbursement, Leave Travel Assistance, Information Security, Performance Appraisal, Travel, Misconduct, Discipline and other matters.
21. All inventions, discoveries, improvements, copyrightable material, trademarks, ideas, concepts, trade secrets, patents, designs and other intellectual property rights, which you may make or conceive, either solely or jointly with others, during the period of your employment, shall be deemed to be the sole property of the Company and you hereby waive any and all right, title or interest in the same in favour of the Company. Further, it shall be your duty to promptly reduce to writing and to disclose the Company all such inventions discoveries, improvements, copyrightable material, trademarks, ideas, concepts, trade secrets, patents, designs and other intellectual property rights, which you may make or conceive,

You agree to, at all times, assist the Company in every proper way to patent or register the said ideas, concepts, inventions, discoveries, improvements, copyrightable material and/or trademarks in any and all countries and to vest title thereto in the Company, its successors, assigns or nominees.

Further, both during and after your employment with the Company, you must always maintain the highest degree of confidentiality and keep as confidential the records, documents, Intellectual Property, data and other confidential information of the Company, which may be known to you or confided in you by any means and you will use such records, documents, Intellectual Property, data and other confidential information only in a duly authorized manner in the interest of the Company. You will be bound for holding in confidence any trade secrets or confidential business and technical information of the Company or its clients. Additionally, you will also be bound not to practice/implement any of the intellectual property generated by you or your colleagues (which may come under your notice) once you leave the organization.

At no time you will remove any confidential information from the office without appropriate authority and permission.

Intellectual Property" shall mean any Intellectual Property, discovery, work of authorship, creation, design, improvement and so on capable of being protected or in the process of being protected or protected as patents, trade marks, copyrights, designs, trade secrets or any other type of intellectual property, which is generated, created or developed by you during the course of employment with Samsung R&D Institute-Noida, India.

Your obligations under this clause will survive the expiration or termination of this agreement and /or your employment with the Company.

SUNG

SAMSUNG INDIA ELECTRONICS PVT. LTD.

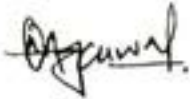
CIN U31900DL1995P1C011111
Part of Ground & 1st to 5th Floor, Tower No. 11, Plot No. 20-21,
IT FITES SEZ, Seaview Developers Pvt Ltd,
Sector-135, Noida, Gautam Buddha Nagar,
Uttar Pradesh-201 304 India
Tel (91-120) 6711111 / 3894900
Website: www.samsung.com/in

:: 4 ::

22. You will hold in trust all cash, material, documents and other properties of the Company, which may be given to you or may come in your possession in the course of discharging your duties and will render true and faithful account of the same.
23. In case you remain absent from your duties for more than ten (10) calendar days without prior permission / sanction of leave, you shall be deemed to have left the services of the Company on your own accord and accordingly your name will be struck off from the rolls of the Company.
24. You agree that you have not brought any confidential or proprietary information of a former employer to the Company and that you will not use any confidential or proprietary information of a former employer in the performance of your work with the Company.
25. You expressly agree to defend, indemnify and hold the Company harmless from and against any and all claims, demands, damages, injuries, expenses and liability arising from your acts and omissions. You further agree that you will defend, at your own expense, and will indemnify and hold the Company harmless from and against any and all damages, demands, expenses, claims, liability, injuries, suits and proceedings asserted or brought against the Company on a claim that any materials, software or other writings or articles developed by you for the Company during the course of your employment with the Company constitute an infringement of any patent, copyright, design or other intellectual property right.
26. Please sign the duplicate copy of this contract in token of your acceptance of your appointment on the terms and conditions therein.

Yours faithfully,

For **SAMSUNG INDIA ELECTRONICS PVT. LTD.**



ARNAV AGARWAL
DIRECTOR-HR

DECLARATION:

I declare that I am a resident of India and none of the Directors of the Company is related to me. I accept the appointment on the terms and conditions contained in this letter and other conditions and service rules as applicable to the employees of the company from time to time.

I have read and understood the service rules of the company and will abide by them.

Accepted

()

Place:

Date:

7th Jun 2022

Sakshi Mandowara,

Subject: Offer of Employment

Dear Sakshi,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us.

We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the “Company”), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company’s Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month’s advance written notice or payment of one month’s basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details

	Salary Components	INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
Allowances	HRA	8986	107830
	Conveyance	1600	19200
	Special Allowance	10602	127229
	Supplementary Allowance	4493	53914
Benefits	LTA	1498	17972
	Medical	1250	15000
Retirals	Provident Fund	2157	25879
	Gratuity	864	10373
	TOTAL SALARY	49422	593057
*Bonus	Festival Bonus (Oct-Nov)	200% of Basic pay	35943
	TOTAL COST PA		629000
Other Benefits	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formals with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence cum ID Proof (Only Following documents will be considered as

Proof of Address and ID):

- Voter ID card
- Driving License
- Ration Card

Documents required to be submitted by candidates who hold prior experience in other companies

(Please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: *The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.*

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

7th Jun 2022

Sarvagya Agarwal,

Subject: Offer of Employment

Dear Sarvagya,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us.

We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the “Company”), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company’s Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month’s advance written notice or payment of one month’s basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details

	Salary Components	INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
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Benefits	LTA	1498	17972
	Medical	1250	15000
Retirals	Provident Fund	2157	25879
	Gratuity	864	10373
	TOTAL SALARY	49422	593057
*Bonus	Festival Bonus (Oct-Nov)	200% of Basic pay	35943
	TOTAL COST PA		629000
Other Benefits	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formals with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence cum ID Proof (Only Following documents will be considered as

Proof of Address and ID):

- Voter ID card
- Driving License
- Ration Card

Documents required to be submitted by candidates who hold prior experience in other companies

(Please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: *The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.*

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

7th Jun 2022

Shubh Agarwal,

Subject: Offer of Employment

Dear Shubh,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us.

We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the “Company”), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company’s Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month’s advance written notice or payment of one month’s basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details

	Salary Components	INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
Allowances	HRA	8986	107830
	Conveyance	1600	19200
	Special Allowance	10602	127229
	Supplementary Allowance	4493	53914
Benefits	LTA	1498	17972
	Medical	1250	15000
Retirals	Provident Fund	2157	25879
	Gratuity	864	10373
	TOTAL SALARY	49422	593057
*Bonus	Festival Bonus (Oct-Nov)	200% of Basic pay	35943
	TOTAL COST PA		629000
Other Benefits	Group Mediclaim - (family floater)		320000
	Group Accident Insurance for Employee		550000
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formals with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
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Proof of Address and ID):

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Documents required to be submitted by candidates who hold prior experience in other companies

(Please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: *The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.*

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources



Wednesday, 22nd March 2022

JECRC University

Jaipur

Dear Ms. Smriti Mishra,

Congratulations! We are pleased to confirm that you have been selected to work for **Sanguine Recruitment Pvt. Ltd. (Sanguine Global)**. We are delighted to make you the following job offer.

The position we are offering you is that of **Manager - Talent Acquisition** with an annual cost to company **3,72,200 (Refer Annexure)**. Your working hours will be from **9AM to 6PM**.

Benefits for the position include:

- Fixed Working Hours, No Overtime
- Casual Leave of 12 days per annum
- Every 2nd and 4th Saturday is off
- Training Sessions on 1st and 3rd Saturday

We would like you to start work on **1st June 2022** at **10 am**. Please report at our Jaipur office at given date and time. The process will start with documentation and orientation.

Please sign the enclosed copy of this letter and return it by **25th March 2022** to indicate your acceptance of this offer.

We are confident you will be able to make a significant contribution to the success of **Sanguine**. We look forward to take you onboard

Sincerely,

Ritu Vijay
Director



Sanguine Recruitment Pvt. Ltd.

Sanguine Recruitment Pvt. Ltd.

Corporate / Registered Office:

35, Manav Ashram, Near Bg Bazaar, Tonk Road, Jaipur (Raj.) - 302015 India. Landmark: Opp. Four Points By Sheraton Hotel
Url: www.sanguinerecruitment.com E-mail: info@sanguinerecruitment.com Tel: 91 (141) 2709577, (91) 979939747

ANNEXURE 'A'

SALARY COMPONENTS

Salary Details	Amount (Rs. Per Month)	Amount (Rs. Per Annum)
Basic	9500	114000
HRA	2600	31200
Conveyance Allowance	800	9600
Medical Reimbursement	1600	19200
Special Allowance	3500	42000
Gross Salary	18000	216000
Performance Bonus	12600	151200*
Laptop & Mobile Allowance	0	5000**
Cost to Company (CTC)	30600	372200

* Performance bonus will be completely based on the employee performance and will be released quarterly.

** Employee will be eligible to get Laptop & Mobile maintenance charges after completion of 12 months from the DOJ.

Employee Name: _____

Employee Signature: _____



Sanguine Recruitment Pvt. Ltd.

Corporate / Registered Office:

26, Maray Ashram, Near Big Bazaar, Tiruk Road, Jodhpur (Raj.) - 342003 India. Landmark: Opp. Four Points By Sheraton Hotel
 Url: www.sanguinerecruitment.com E-mail: info@sanguinerecruitment.com Tel: 91 (841) 3799577, (91) 9799990147



Sarvadaksh Event Solutions Pvt Ltd & Develop India Online

S-DIO - Offer Letter

03/JAN/2022

REG..NO - SDIO61D2B90F19B64

Unnati Jain

Re: Internship Offer

Dear Unnati,

We are pleased to offer you an internship with S-D.I.O (Sarvadaksh Event Solutions Pvt Ltd & Develop India Online). This is an educational internship. Our goal for you is to make you learn more about IT and SOFTWARE INDUSTRY.

As we discussed, your internship is expected to last from 15 JAN 2022 to 15 JULY 2022, 4-6 hours per week. [However, at the sole discretion of the Company, the duration of the internship may be extended or shortened with or without advance notice.]

Description of Internship program and training :-

PYTHON Internship – Highlights

Internship duration: 6 Months

- Software & other tools installation Guidance
- Hardware support
- Internship Report creation / Project Report creation
- 1 project (real time)

Internship Certificate & Achievement certificate to best performers



S.No	PYTHON Internship – Syllabus 100% Practical – Live HandsOn Internship Training
Topic 1 :	Python programming – Python Introduction, Keywords, Identifiers
Topic 2 :	Python functions Programming – Python User defined functions/ system functions
Topic 3 :	Python Strings – Python string manipulations
Topic 4 :	Python Sets – Python Sets/Arrays / Operators
Topic 5 :	Python dictionary – Python dictionary Programming
Topic 6 :	Python Controls Programming – Python Controls – Basics & Advanced Programming
Topic 7 :	Python Manipulations & Intelligence Programming – Python Intelligence Programming & Manipulations
Free Mini Project	Students will finish this project in the specified duration
Internship Certificate & Achievement certificate to best performers +1 Projects.	



PYTHON INTERNSHIP MATERIALS for students:

1. Internship Materials will be provided for the students after the internship programme.
2. 1 Project will be given to the students.
3. Technological guidance and materials will be shared throughout entire year for the students to mold technically.

For this position, your major duties will include:

1. All the task will be updated from time to time on Mail.
2. Mention about this internship on top platforms (LinkedIn / Facebook etc.,).

Terms & Conditions:

1. Certification of Internship will be issued only after you successfully complete the internship.
2. It is mandatory to participate in the live session.

As an intern, you will not be a company employee. Therefore, you will not receive a salary, wages, or other compensation. In addition, you will not be eligible for any benefits that the company offers its employees, including, but not limited to, health benefits, holiday pay, vacation pay, sick leave, retirement benefits, or participation in the company's other plans. You must understand that participation in the internship program is not an offer of employment, and successful completion of the internship does not entitle you to employment with the company.

During your internship, you may have access to confidential, proprietary, and/or trade secret information belonging to the Company. You will keep all of this information strictly confidential and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, upon completion of the internship, you will immediately return to the Company all of its property, equipment, and documents, including electronically stored information.

By accepting this offer, you agree that you will follow all of the Company's policies that apply to non-employee interns. Our company observes zero tolerance policy about any activity against female employees/interns and any intern who indulges in such activities will be solely responsible for the consequences arising out of such activities, our company does not take any liability for the consequences.

I hope that your internship with the Company will be successful and rewarding. If you have any queries, do not hesitate to contact me.



Very truly yours,

Chandan Khare

Chandan Khare

Director

Sarvadaksh Event Solutions Pvt. Ltd.



SGL/HR/2021-22
30th November, 2021

Mr. Aaryan Jain
522, Mahaveer Nagar tonk Road,
Jaipur, Rajasthan - 302018
[M] 8619040273

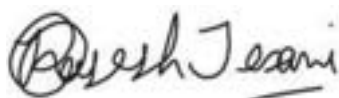
Employment Offer Letter

Dear **Aaryan**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Software Solutions** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your internship period remains in continuance till the Completion of your Graduation Study. On successful completion of your internship tenure, if Company is satisfied with your work performance, it will offer you a full time employment as a **Trainee** with a **CTC of ₹ 3,00,000/-**

Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
Scanpoint Geomatics Limited

Registered Office
9, Mahakant Complex,
Opp. V.S. Hospital, Ashram Road,
Ahmedabad-380 006, Gujarat, India
CIN: L22219GJ1992PLC017073

Corporate Office
12, Abhishree Corporate Park,
Ambli - Bopal Road,
Ahmedabad-380 058, Gujarat, India

[P] +91 2717 207096-98
[F] +91 2717 207039
[E] hello@sgligis.com
www.sgligis.com

SGL/HR/2021-22
30th November, 2021

Mr. Abhishek Sharma
Ramgarh Shekhawati, Sikar,
Rajasthan - 332703
[M] 9660010298


Employment Offer Letter

Dear **Abhishek**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Product Development** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your internship period remains in continuance till the Completion of your Graduation Study. On successful completion of your internship tenure, if Company is satisfied with your work performance, it will offer you a full time employment as a **Trainee** with a **CTC of ₹ 4,20,000/-**

Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
Scanpoint Geomatics Limited

Registered Office
9, Mahakant Complex,
Opp. V.S. Hospital, Ashram Road,
Ahmedabad-380 006, Gujarat, India
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[F] +91 2717 207039
[E] hello@sgligis.com
www.sglgis.com

Fwd: Final Results || SCANPOINT || || 17 Selected.

1 message

Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta1@gmail.com>
To: Pankaj Salunkhe <pankaj.salunkhe@gmail.com>, Aditi Khosla <aditi.khosla@gmail.com>

Thu, Feb 16, 2023

----- Forwarded message -----

From: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta1@gmail.com>

Date: Tue, Nov 10, 2021 at 4:41 PM

Subject: Final Results || SCANPOINT || || 17 Selected

To: gaganwadhama <gaganwadhama@gmail.com>, madhuk <madhuk@gmail.com>, Harshil Sharma <harshil.sharma@gmail.com>, TPO CS <tpocsc@gmail.com>

Dr. HOD CSE JECRC University <hod.cse@jecrc.edu.in>, Prof Deepak Chandra Dean School of CA <hod.ca@jecrc.edu.in>, HOD CS <hod.cse@jecrc.edu.in>, Sana Irfan <sana.irfan@gmail.com>, President Jodhpur Graduate School <president.jodhpur@gmail.com>

Dr. HOD CSE JECRC University <hod.cse@jecrc.edu.in>, Prof Deepak Chandra Dean School of CA <hod.ca@jecrc.edu.in>, HOD CS <hod.cse@jecrc.edu.in>, Sana Irfan <sana.irfan@gmail.com>, President Jodhpur Graduate School <president.jodhpur@gmail.com>, Navneet Khar

Yousufkhan <yousufkhan@gmail.com>, Sahil Shinde <sahilshinde1@gmail.com>, Tanmay Gang <tanmaygang1@gmail.com>, DyDirector <dydirector@gmail.com>, Sita Ag <rita.ag@gmail.com>, Director HR <directorhr@gmail.com>, Director JECRC <director@jecrc.ac.in>

Dear All,

Greetings!!

We feel pleased to share the final results of SCANPOINT. 17 students got selected from JECRC Foundation. Kindly find the students mentioned in the list attached below.

Congratulations to the whole team and students who got selected and I would like to appreciate the efforts made by @@Pragya Gupta.

S.NO	Email Address	Name of the Candidate	Campus	College Registration ID	Branch	Selected For
1	pankaj.salunkhe27@gmail.com	Pankaj Salunkhe	JECRC College	19EJCC0113	CSE	C++ Trainee
2	aditi.khosla0@gmail.com	Aditi Khosla	JECRC College	19EJCC0115	CSE	C++ Trainee
3	sahilshinde1@gmail.com	Sahil Shinde	JECRC College	19EJCC0116	CSE	C++ Trainee
4	harshilsharma1903@gmail.com	Harshil Sharma	JECRC College	19EJCC0126	CSE	C++ Trainee
5	madhuk@gmail.com	Madhuk	JECRC College	19EJCC0118	CSE	C++ Trainee
6	vinayakgupta1@gmail.com	Vinayak Gupta	JECRC University	19EC000028	CSE	C++ Trainee
7	tanmaygang1@gmail.com	Tanmay Gang	JECRC University	19EC000116	CSE	Net
8	gaganwadhama17112003@gmail.com	Gagan Wadhama	JECRC University	19EC000175	CSE	C++ Trainee
9	Vinayakgupta1@gmail.com	Vinayak Gupta	JECRC University	19EC000201	CSE	Net
10	pragya.gupta13@gmail.com	Pragya Gupta	JECRC University	19EC000554	CSE	C++ Trainee
11	chiranjiv13@gmail.com	Chiranjiv	JECRC University	20MCP00017	MCA	DevOps
12	shreya200113@gmail.com	Shreya	JECRC University	20MCP00025	MCA	C++ Trainee
13	shreya200113@gmail.com	Shreya	JECRC University	20MCP00032	MCA	SA
14	ananyajain@gmail.com	Ananya Jain	JECRC University	20MCP00036	MCA	PHP
15	kanika.chaudhary@gmail.com	Kanika Chaudhary	JECRC University	20MCP00044	MCA	PHP
16	navneetkhar@gmail.com	Navneet Kumar Khosla	JECRC University	20MCP00026	MCA	HTML/CSS
17	yousufkhan1711@gmail.com	Yousufkhan	JECRC University	20MCP00031	MCA	HTML/CSS

With Regards

SGL/HR/2021-22
30th November, 2021

Mr. Jatan Sisodiya
487, Gour Ka Chowk,
Pachpadra, Barmer,
Rajasthan - 344032
[M] 7976691002

Employment Offer Letter

Dear **Jatan**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Software Solutions** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your internship period remains in continuance till the Completion of your Graduation Study. On successful completion of your internship tenure, if Company is satisfied with your work performance, it will offer you a full time employment as a **Trainee** with a **CTC of ₹ 4,20,000/-**

Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
Scanpoint Geomatics Limited

Registered Office
9, Mahakant Complex,
Opp. V.S. Hospital, Ashram Road,
Ahmedabad-380 006, Gujarat, India
CIN: L22219GJ1992PLC017073

Corporate Office
12, Abhishree Corporate Park,
Ambli - Bopal Road,
Ahmedabad-380 058, Gujarat, India

[P] +91 2717 207096-98
[F] +91 2717 207039
[E] hello@sgligis.com
www.sgligis.com

21st January, 2022

Ms. Mitali Agal

140, Katju Nagar, Mhow Nimuch Road,
Jaora, dist. Ratlam, Madhya Pradesh - 457226
[P] +91 9827457226

SUB.: INTERNSHIP LETTER

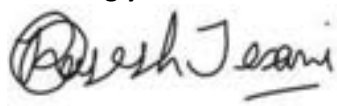
Dear **Ms. Mitali**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as "Intern– Product Development" in our organization, w.e.f. **21st January, 2022** at Ahmedabad, on the following terms and conditions.

1. You will be paid a stipend every month, basis successful passing of modules in previous month.
2. You shall abide by Company Code of Ethics and Business Values, during your Internship duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
During the Internship period, you will be required to compulsorily and diligently accomplish **20 days** a month minimum with **active 8.5 hours** at minimal level and accomplish the allocated tasks.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your Internship period remains in continuance till the Completion of your **Graduation** Study.
On successful and satisfactory completion of your internship, Company will offer you full time employment as a Trainee as per the Offer Letter issued.

You are requested to make a careful note of the various terms and conditions of this letter, which will be binding on you and the Company.

Thanking you.



For, Scanpoint Geomatics Limited
Rajesh Jesani
Senior Executive Manager - Human Resources

I hereby accept the above mentioned terms and conditions of internship, which have been explained to me and are fully understood by me.

Name of Intern:

Signature and Date:

SGL/HR/2021-22
30th November, 2021

Ms. Sonali Khatri
2/600, Jawahar Nagar,
Jaipur, Rajasthan - 302004
[M] 9828044470

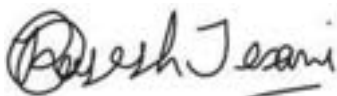
Employment Offer Letter

Dear **Sonali**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Product Development** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your internship period remains in continuance till the Completion of your Graduation Study. On successful completion of your internship tenure, if Company is satisfied with your work performance, it will offer you a full time employment as a **Trainee** with a **CTC of ₹ 4,20,000/-**

Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
Scanpoint Geomatics Limited

Registered Office
9, Mahakant Complex,
Opp. V.S. Hospital, Ashram Road,
Ahmedabad-380 006, Gujarat, India
CIN: L22219GJ1992PLC017073

Corporate Office
12, Abhishree Corporate Park,
Ambli - Bopal Road,
Ahmedabad-380 058, Gujarat, India

[P] +91 2717 207096-98
[F] +91 2717 207039
[E] hello@sgligis.com
www.sgligis.com

SGL/HR/2021-22
30th November, 2021

Mr. Vatsal Gupta

Ashiyana building no. 37,
Near Dmart, Karolan Ka Barh,
Jagatpura, Jaipur,
Rajasthan - 303905
[M] 8824795541

Employment Offer Letter

Dear **Vatsal**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Product Development** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
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Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
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[E] hello@sgligis.com
www.sgligis.com

SGL/HR/2021-22
30th November, 2021

Mr. Vivek Pathak
Second Floor 201-A ,
Ranjana Tower, Adityapur,
Jamshedpur , Jharkhand, 831013
[M] 7992423253

Employment Offer Letter

Dear **Vivek**,

With reference to your application and subsequent interview you had with us, we are pleased to appoint you as **"Intern"- Software Solutions** in our organization, w.e.f **1st January, 2022** at Ahmedabad, on the following terms and conditions:

1. You will be paid a stipend during the tenure on the basis of clearance of assessments at every level of various modules of training imparted, subject to necessary deduction as per applicable law.
2. You shall abide by Company Code of Ethics and Business Values, during your Consulting duration.
3. You shall be responsible for safekeeping and return in good condition and order, all properties and/or assets, which may be entrusted to you by the Company. The Company shall have the right to deduct the money value of all such property and/or other assets from your salary/terminal dues or take such other action as it may deem fit in the event of your failure to account for such property to its satisfaction.
4. You shall work assiduously and faithfully for the prosperity of the Company.
5. You shall be subject to and shall abide by the policies, rules, regulations, procedures and practices of the Company in force and as varied from time to time.
6. In the event of yourself desiring to exit from your internship, you shall give to the Company 1 month notice in writing, as the notice period is meant to ensure timely completion of tasks already undertaken, handing over ongoing tasks, and smooth transition of task/assignment and provide time for suitable replacement.
7. Your internship period remains in continuance till the Completion of your Graduation Study. On successful completion of your internship tenure, if Company is satisfied with your work performance, it will offer you a full time employment as a **Trainee** with a **CTC of ₹ 4,20,000/-**

Yours Sincerely,



Rajesh Jesani | Sr. Executive Manager – Human Resources
Scanpoint Geomatics Limited

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[E] hello@sgligis.com
www.sglgis.com



SCHLEP GAMES INDIA PRIVATE LIMITED

11/24/2021

Abhishek Goyal
Jaipur

Dear Abhishek,

We are pleased to offer you the Full-time position of Junior product manager at Schlep games india private limited with a start date of 1 Jan 2022.

Probation

You will be on probation for a period of 4 weeks from the date of commencement of your service, which is liable for extension at the sole discretion of the Company based on your performance. Likewise Company can extend a confirmation on your services anytime during Probation period.

Location

The company supports remote work and also due to covid 19 pandemic, you will be working remotely for us until it is safe to start working from an office environment. You will be given sufficient prior notice on when we are ready to move into an office.

Role and Responsibilities

With the assigned responsibilities you need to devote your entire time, attention and energy to the performance of your duties and shall not during the continuation of your employment be engaged in any other business activities that hinder with the interest of the Company. Your duties here under shall include, but not limited to, performing your duties on behalf of the Company's parent as well as Company's affiliates, subsidiaries and associates. Your main responsibility will be working on the iOS app and making sure the targets are met for every month.

Work Days and Timings

The nature of the work requires different timings every day and it can be very random so there are no set work timings but you will be required to work total 45 -

50 hours in a week. This will include devoting some time on the weekends as well. Schedule for the next 2-3 days can be discussed within the team and the hours can be managed accordingly.

Compensation, Benefits and Entitlement

Your total emoluments will be Rs.4,80,000 per annum. Based on the quality and quantity of your work there will be some bonus compensation as well. Please note that your salary and other benefits are confidential and are not to be disclosed to any one, unless required by law.

Termination and Notice

Either party can terminate this employment agreement by providing a written notice or payment of basic pay in lieu of such notice to the other party. The notice period will be of 30 days.

Validity and Acceptance

The offer sets forth a time-frame for acceptance of the aforesaid offer within next 2 business days of receipt of this offer.

Please return a copy affixing your full signature in token of your formal acceptance of the terms and conditions of employment offered herein.

We take this opportunity to welcome you into 'Gullycricket' family and look forward to a very fruitful and long lasting association with you.

Yours Sincerely,



Mukul Sharma

Authorised Signatory



(Abhishek Goyal)

Registered Address: A-20, Sen colony, Kabir marg, Banipark, Jaipur, Rajasthan 302006

Contact: support@cricduel.com +91-9587436457



SENWELL SOLUTIONS

Empowered By Innovation...

OFFER LETTER

Date: 01/12/2022

Vikas Tiwari
Software Developer (React-Intern)

Dear Vikas,

Congratulations! we are pleased to confirm that you have been selected for the role of **Software Developer (Intern)** We feel confident that you will contribute your skills and experience to the growth of our company.

The duration of the training period will be Three Months. During this period, you will be expected to fulfill all the duties and responsibilities assigned to you. During this training period, you cannot take any leave.

Together, let's grow our company and grow with the company.

Sincerely,



Khired Choudhary
HR- Head
Senwell Solution, Pune

Accept the above offer, and will begin on 1/12/2022

Signature Date:



23rd September 2022

To,

Ms. Sonam
D/O ,Ramesh Singariya, Jatiya Colony,
Outside Nagori Gate,
Jodhpur- 342001
Rajasthan
6377874232
sonamsingariya@gmail.com

Sub: Offer of employment in Sigma Infosolutions Ltd. as Associate Software Engineer (LF)

Dear Sonam,

This has reference to your interest in joining Sigma, subsequent discussions and the information provided by you. We are pleased to offer you the position of Associate Software Engineer (LF) in Sigma Infosolutions Ltd. (referred to as "Company" or "Organization") at our Jodhpur location with effect from 3rd October 2022.

Congratulations!

Kindly note that:

1. In your role as Associate Software Engineer (LF), you will be required to fulfill the job responsibilities broadly described in Annexure B.
2. Your total Cost to Company (CTC), which includes your salary, statutory allowances, and other benefits will be as mentioned in Annexure A attached herewith. This will be subject to the deduction of Provident Fund, Gratuity, and Central, State and local taxes, such as Income Tax, Professional Tax, and any other statutory withholdings as made applicable by the government bodies from time to time. The payroll is released company-wide not later than 2nd of subsequent month.
3. Kindly note that your services are liable to be transferred on permanent basis to any other location of the Organization, after mutual discussion, if the business exigencies so demand.
4. You may be required to travel to other locations of the Company or its affiliates either within India or out of country for specific project related assignments. You will be eligible for per-diem allowances as per company policy on such occasions.

1[Restricted]

5. You will be on probation for a period of Twelve months starting from your date of joining as mentioned above, during which your performance will be reviewed periodically, post which you will be confirmed in the services of our Organization. As per our Company policy, In case the performance of a person falls short of expectations and/or if there is scope for improvement, the probation may get extended. Such a decision will be conveyed in advance to provide an opportunity for improvement or course correction. The decision of the management in such cases will be final.
6. You will be eligible for 12 (twelve) Casual leaves/Sick Leaves per annum and 12 (twelve) Privilege Leaves, both prorated on the tenure of your employment with the Organization. Privilege Leaves can be availed of only after successful completion of probation period and subsequent confirmation of employment. 24 (twenty four) Privilege Leaves can be accumulated, after which they will be encashed and credited to your bank account after deducting applicable taxes. We recommend that you take leaves periodically, not only for sundry needs, but also for rest and recreation to get recharged and refreshed. Please note that in addition to these, you will be entitled to public holidays as declared in a list notified by the Organization at the beginning of each year
7. During probation period, your services can be terminated by either side, with our without cause, by giving a notice of 30 (Thirty) calendar days. Post confirmation, the notice period for termination of your services, with or without cause, on either side will be 60 (Sixty) calendar days.
8. In both the cases mentioned above, if there is a short fall in the notice period from either side, the same will be compensated by either side paying the salary amount for shortfall days. The salary in this case will include/mean the Basic Salary.
9. You will receive your Appointment Letter on the day of your joining, and will be required to sign our standard Non-Disclosure, Non-Compete and Code of Conduct agreement, apart from IT security policy document.
10. Please spend a moment to go through Annexure B which describes your job responsibilities, and feel free to approach us, in case you have any query.
11. Please bring original documents as mentioned in Annexure C on the date of joining us. All the original documents will be returned to you on the same day. Sigma lays great emphasis on honesty and integrity in day to day dealings. In case there is any discrepancy found in the information provided by you related to your education, service history and compensation, your services may be terminated with immediate effect.
12. This Offer will be valid, if you report on the above mentioned date of joining. Extension can be considered, if given in writing, and on mutual consent.
13. Your employment with the Company is subject to verification of the information provided by you before as well as at the time of joining,, and compliance with Indian Laws with respect to the employment. Disputes, if any,shall be subject to the jurisdiction of the courts in Karnataka only.



As a token of acceptance of our offer, please sign below this letter; or confirm the same via email before 24th September 2022. In case you have any queries, kindly don't hesitate to approach us.

Once again, congratulations and we look forward to working with you!

Yours Faithfully,
For **Sigma Infosolutions Ltd.**,

Preeti Jhangiani
Head –HR Operations
Phone:+91 80 40865100

3[Restricted]

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and executed into at Mumbai on this 7th **day of October 2022** and shall be deemed to be effective from 1st October 2022 ("**Effective Date**") by and between

MADIBA ENTERTAINMENT LLP , a limited liability partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having Identification number AAQ-5357, and PAN AXPB5385M having its registered office at 501 Supreme Stellar Corner of 15 th Road and Rama Krishna Mission Road, Opposite Starbuck, Khar (west), Mumbai- 400052, (hereinafter referred to as " Producer ") which expression shall, unless inconsistent with the context or meaning thereof be deemed to mean and include its legal heirs, executors, administrators, legal representatives, assigns) of the FIRST PART ;	Aparna Singh , an adult inhabitant residing at 181 Ganesh Nagar behind Kardhani Kalwar Road, Jaipur- 302020, and having PAN KNWPS21566G (hereinafter referred to as " Service Provider ") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include her legal heirs, executors, administrators and assigns) of the SECOND PART
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Producer and the Service Provider shall hereinafter be referred to individually as '**Party**' and collectively as the '**Parties**'

WHEREAS:

- A. The Producer is engaged inter alia in the business of production of cinematograph films.
- B. The Producer in the process of producing a web-series in Hindi language tentatively titled "**Dark Money**" (hereinafter referred to as "**Audio-Visual Content**").
- C. Pursuant to the discussions between the Parties hereto, the Service Provider is willing and has consented to render the Services (defined below) in Audio-Visual Content on the terms and conditions mentioned hereinafter.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

TERMS AND CONDITIONS

1. Engagement of Services:

- 1.1. The Service Provider shall render his Services in the capacity of "**Art Intern**" and fulfill all his obligations specified hereunder and as per Services enumerated in **Annexure 1** of this Agreement.
- 1.2. The Service Provider shall render his Services on an exclusive basis during the Term, including during the entire production schedule i.e. pre-production, principal photography and post-production of the Audio-Visual Content commencing tentatively from 1st October 2022 and continuing till 31st October 2022 with a grace period of 15 (fifteen) days i.e. until 15th November 2022, or as intimated by the Producer to the Service Provider. The Service Provider shall render Services as Producer may require and direct in connection with the Audio-Visual Content, at such time and places required and intimated by the Producer.
- 1.3. The Service Provider shall render such other services to Producer, usually required to be rendered or performed by a Service Provider in respect of a cinematographic film, as per industry standards and practice.
- 1.4. The Service Provider expressly acknowledges and agrees that the engagement of his services under this Agreement shall not in any way constitute or be deemed to constitute an obligation or an undertaking by Producer to produce the Audio-Visual Content, or utilize the Services or the proceeds thereof in the Audio-Visual Content. The rights granted to the Producer pursuant to the Agreement are irrevocable and without right of rescission by the Service Provider or reversion under any circumstances whatsoever.
- 1.5. The Service Provider agrees and acknowledges that all rights and the creative decision rights in relation to the Audio-Visual Content shall vest exclusively and irrevocably with the Producer at all times, during the

Term and shall continue to vest with the Producer exclusively after expiry / termination of this Agreement.

- 1.6. The Service Provider acknowledges and confirms that time is of essence in the rendering of Services and Service Provider shall strictly adhere to the schedule as communicated to the Service Provider by Producer and instructions given by Producer and the general terms and conditions of this Agreement.
- 1.7. In the event the Service Provider is required to travel outstation for the purposes of rendering Services, the Producer shall arrange for the transport and accommodation of the Service Provider as per the standard company policies of the Producer.
- 1.8. The Service Provider expressly represents and warrants that the Service Provider is fully aware and informed about the locations and/or territories where the Audio-Visual Content or parts thereof shall be filmed during the Term, and the conditions under which the Service Provider shall be required to render Services under this Agreement in respect of the Audio-Visual Content. The Service Provider has voluntarily and willingly undertaken to render the Services as per the terms of this Agreement towards the Audio-Visual Content, and fully understands the nature and implications thereof. Furthermore, the Service Provider hereby agrees and undertakes that notwithstanding the safety measures implemented by the Producer, the Service Provider shall extend due care and caution to ensure his own safety and security during the Term, and further acknowledges and agrees that the Producer shall not, at any point during the Term, be responsible and/or liable for any significant medical condition contracted by the Service Provider, or death and/or any injury caused to the Service Provider in course of rendering the Services during the Term, unless the same is caused to the Service Provider due to any negligence, act or omission on part of the Producer and/or is caused directly in relation rendition of the Services, then the Producer shall.

1.9. The Service Provider represents and warrants that the Service Provider shall not make use of the Works in any manner whatsoever, including but not limited to uploading the Works on the social media handles of the Service Provider, except with the prior written approval of the Service Provider.

1.10. The Producer has zero tolerance towards sexual harassment and shall promptly act upon any allegations of sexual harassment brought to their attention. Pursuant to Service Provider's engagement with Producer, Service Provider shall fully and strictly comply with the policies of Producer with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this Act on <http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace>.

1.11. This Agreement shall come into force upon the execution of the same and shall continue to be in force until completion of the Audio-Visual Content and full, final and complete performance of all Services, obligations, undertakings and warranties of the Service Provider under this Agreement ("**Term**"). It is however clarified that the Term for exploitation of the result of Services and rights in the Works shall be in perpetuity. The Territory of this Agreement shall be the entire universe ("**Territory**").

2. Consideration

2.1. Subject to the full, timely and complete performance of the Services, obligations, warranties and undertakings set forth in this Agreement and towards assignment of rights in the Works or the proceeds of the Services, Service Provider shall be paid an all-inclusive consideration of INR 20,000/- (Indian Rupees Twenty Thousand Only) plus applicable GST per month and subject to TDS ("**Consideration**"), which shall become payable within 30 (thirty) days of Service Provider raising a valid invoice. The Service Provider expressly agrees and acknowledges that the Consideration payable hereunder is an all-inclusive consideration including but not limited to costs pertaining to conveyance money, allowances, travel costs, overtime etc.

2.2. The Consideration shall be subject to tax deduction at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. All applicable taxes except GST shall be to the account of the Service Provider and the Producer shall not be liable to pay any amounts over and above the amount of Consideration as mentioned herein, which the Service Provider confirms to be adequate consideration.

2.3. The Service Provider agrees that the Consideration is adequate consideration towards the Services and the assignment of rights in the Works and proceeds of Services, and that the Service Provider shall not be entitled to any other expenses or reimbursements from Producer unless specifically agreed in writing by the Parties.

2.4. It is clarified that Producer shall pay applicable GST only on submission by the Service Provider of a GST Invoice with the Service Provider's GST registration number and all required details mentioned thereon (A self-attested scanned copy of the GST Registration number to be emailed too). It shall be the duty of the Service Provider to deposit the GST amount before the concerned statutory authorities, on time, every time. Producer shall however not be liable for any delay in this payment and/or for the consequences arising out of delayed payment or non-payment. It is further clarified that the

Service Provider shall alone be liable/ responsible, for payment of interest, penalty, etc., if it delays in making the deposit of any such tax or delays in filing the Tax Return.

3. Ownership of Rights

3.1. Service Provider hereby acknowledges and agrees that from the date of execution of this Agreement, any and all the work, results, products and proceeds arising out of and/or in connection with the Service Provider's Services for the purpose of this Agreement (collectively termed as "Works") shall at all times constitute and shall be deemed to be "Work-made-for-Hire"/ "Commissioned Work" developed solely for the Producer herein in accordance with the provisions of the Copyright Act, 1957 (as amended from time to time) and Producer will be the first and the exclusive owner of the copyright therein along with all other rights, including but not limited to the intellectual property rights, derivative rights and all other exploitation rights for perpetuity and shall ipso facto vest with the Producer, for perpetuity and worldwide exploitation by the Producer in all modes, medium and platforms of exploitation (as specified under Annexure 2) (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future. To the extent the assignment in any future mode or medium is not applicable, the Service Provider hereby grants a perpetual worldwide license towards such future modes in the Producer's favour. The Parties expressly agree that the provisions of Section 19(4), 19A read with 30A of the Copyright Act 1957 (as amended) shall not apply to this Agreement and the assignment herein shall not be contrary to the provisions of Section 19(8) of the Copyright Act, 1957. Without prejudice to the aforesaid, the Service Provider assigns all rights in the Work in favor of the Producer in perpetuity for worldwide territory. Further, The Service Provider hereby irrevocably and unconditionally waives his right to receive royalty or any other similar benefits to which the Service Provider may be entitled pursuant to any law in force or which may accrue to the Service Provider under a similar doctrine, principle or law for utilization / exploitation of the Services rendered by the Service Provider in any form.

3.2. The Service Provider acknowledges and agrees to do such acts and execute such documents necessary to perfect and preserve the Service Provider's and/or Producer rights (including its ownership in the copyright) in the Audio-Visual Content. In this regard, the Service Provider grants the Producer a power of attorney to do such acts and execute such documents necessary if the Service Provider fails to execute the requisite documents within 5 (five) business days.

4. Credits

Subject to the full, complete and timely performance of the Services by the Service Provider in accordance with the terms and conditions of this Agreement and the utilization thereof in the Audio-Visual Content, the Service Provider shall receive credits in the Audio-Visual Content, however all the decisions relating to manner, placement, font and size of the credit and the finalization thereof of the credit titles and the title scroll shall be the sole prerogative of the Producer.

5. Indemnity

The Service Provider shall, at her own expense, indemnify, save and hold harmless, Producer and its successors, licensees, assigns, agents, representatives and affiliates from and against any breach or material breach and against any and all claims, demands, causes of action, obligations, liabilities, losses, damages, legal costs, costs and expenses and keep the Producer indemnified against all losses arising out of non-performance/ breach of any of the terms, representations, warranties under this Agreement whether express or implied. To the fullest extent permitted by applicable law, the Service Provider hereby waives all claims against Producer for any indirect, incidental, punitive, remote and consequential losses/ claims/damages. The Clause shall survive the termination of this Agreement.

6. Termination

- 6.1. Producer may terminate this Agreement in the event the Service Provider fails to comply with or breaches any terms and conditions of this Agreement or at its sole discretion by giving a written notice of 3 (three) days to the Service Provider. Notwithstanding the abovementioned, the Producer shall be entitled to terminate the Agreement without assigning any reasons and giving a written notice of 15 (fifteen) days to the Service Provider.
- 6.2. In the event the Agreement is terminated due to any reason the Service Provider shall be entitled to receive pro-rata payment of the Consideration for the Services rendered until the date of the termination and as determined by Producer.
- 6.3. The termination of this Agreement shall not affect the Producer's ownership or enjoyment of the Intellectual Property Rights in and to the Audio-Visual Content, and all or any other rights granted to the Producer under this Agreement including all rights relating to the Audio-Visual Content and the proceeds of the Services provided by the Service Provider.
- 6.4. Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

7. Confidentiality

- 7.1. Service Provider hereby undertakes not to (and shall not cause or permit others to) disclose, reveal or make public except with the prior written consent of the Producer, any information whatsoever concerning the production of the Audio-Visual Content, and the Services to be rendered hereunder including any financial information relating to the Audio-Visual Content, the business of the Producer its parent, subsidiary or associated companies or

employees or customers, this Agreement, Works except with the prior written consent of the Producer. The Service Provider shall keep strictly secret and confidential the script, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the Audio-Visual Content, save and except for promotion of the Audio-Visual Content approved by the Producer. Further, the Service Provider shall not keep or take or publish any record written or otherwise relating to the Audio-Visual Content or any photographs of persons working on the Audio-Visual Content or of any matter or thing connected with the production of the Audio-Visual Content ("**Confidential Information**").

8. Jurisdiction and Governing Law

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai. It is clarified that no dispute arising under this Agreement shall be referred to any union for settlement.

9. Miscellaneous

- 9.1. **Force Majeure Event:** Neither Party shall be liable for any failure or delay in performance of any obligation under this Agreement; to the extent such failure or delay is due to a Force Majeure Event. If the Force Majeure Event shall occur and continue for a period of 30 (thirty) days or more, Producer shall have the right, in addition to all of its other rights and remedies hereunder, to terminate this Agreement forthwith without assigning any further reason by written notice to the Service Provider.
- 9.2. **Stamp Duty:** The Stamp Duty in respect of this Agreement shall be borne by the Producer.
- 9.3. **Remedies:** Notwithstanding any other provision of this Agreement, the Service Provider however agrees and acknowledges that his sole remedy for any breach by the Producer shall be an action at law for damages and further such damages are fully adequate to compensate it in the case of any such breach by the Producer hereunder. The Service Provider further agrees that it shall not seek or be entitled to rescission, injunctive or other equitable relief.
- 9.4. **Assignment:** Producer shall be entitled to assign or license any or all of its rights and/or benefits under this Agreement to any other party. Service Provider shall not be entitled to assign or license any or all of his rights and/or benefits under this Agreement to any other party.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed for and on behalf of Producer	Signed for and on behalf of Service Provider
 Authorized Signatory: Name: Title:	 Name: Aparna Singh Title:

Annexure 1

Services

The Service Provider agrees and confirms that the Service Provider shall render her Services for the said Audio-Visual Content. Without prejudice to the generality of the foregoing the Services to be rendered by the Service Provider shall, inter alia, include:

The Service Provider shall perform the Services as customarily provided by an “Art Intern” in media and entertainment industry and as required under this Agreement for the Producer to the utmost of her skill and ability in accordance with the Production Schedule or the revised schedules and/or on such additional dates as may be required by the Producer;

1. The Service Provider shall coordinate and correspond directly with producers, directors, cinematographers and production assistants while also maintain daily/regular contact with the other departments of the Producer’s company as well as vendors outside of the company.
2. The Service Provider shall assist the director of the Audio-Visual Content and shall provide exclusive services to Producer;
3. The Service Provider will work closely with the Production Designer, director, the director of photography and the Producer to conceptualize and execute the visual, graphics and creative elements of the Audio-Visual Content.
4. The Service Provider’s Services for the Audio-Visual Content shall comprise of all the services inter alia relating to conceptualizing, designing and creating the physical environment and look and feel which is necessary for the Audio-Visual Content.
5. The Services also includes designing, creating, developing and if necessary, repairing the sets of Audio-Visual Content. This would include but not be limited to supervising and executing the construction of sets and construction on location in accordance with the discussions with the director/ Producer.
6. The Service Provider shall ensure that the production designer’s vision, quality bar, design concept and directives are maintained and consistent through all design and conceptual work underway.
7. The Service Provider shall communicate information about new tools and techniques to other departments and artists.
8. The Service Provider further acknowledges that all decisions in respect of marketing, publicity, distribution of the Audio Visual Content, shall vest exclusively and irrevocably with the Producer at all times
9. The Service Provider shall:
 - a) collect the required reference materials;
 - b) create the final scale drawing for all approved sets and props;
 - c) create miniatures
 - d) Approve all sets and props;
 - e) Re-work on the designs and scales, if required
10. The Service Provider shall fully co-operate with the Producer and/or director, any person related to the Producer or the Audio Visual Content and other technicians for all purposes relating to the Services to be rendered for the said Audio Visual Content;
11. The Service Provider shall co-ordinate with such personnel’s as may be indicated by the Producer from time to time.
12. The Service Provider shall always be available to attend the meetings/discussions pertaining to the Services and/or the Audio Visual Content on such time and places as shall be intimated by Producer in writing (emails allowed).
13. The Service Provider shall travel (to and fro) between India and the various destinations where the Audio Visual Content has to be shot in accordance with the terms of this Agreement;
14. The Service Provider shall arrive at the shooting venue at the time intimated by the concerned and authorized personnel of the Producer. If the Service Provider respond late for the shoot or fail to perform any other responsibility as instructed by the Producer. The Producer shall have the right to deduct such losses from the Consideration.

15. The Service Provider shall obtain all necessary documentation such as passport, visas, work permits or other similar documents and membership of any trade union, labour or professional organization or guild and all other matters, if necessary, to enable the Producer to make use of the Services of the Service Provider.
16. The Service Provider is required to sign the attendance sheet on regular basis during in- time and out time on the attendance records maintained at the shooting location that shall be authorize solely by the auditors.
17. The Producer shall avail the Services of the Service Provider, to the maximum extent possible on the dates, time and the locations specified in the Production Schedule or the revised schedule(s) as the case may be; an
18. Any other services or obligations to be fulfilled in relation to the Audio Visual Content, as may be required and specified by the Producer or any of its authorised personnel under this Agreement.

Annexure – 2

MODES MEDIA AND FORMATS

“Modes, Media and Formats” of exploitation of Works shall include but shall not be limited to the following and for the Territory and in perpetuity, viz.:

- i) To use and incorporate Works in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, and audio in any formats.
- ii) Distributing/exploiting/exhibition of the Works (whether digital or analogue) via satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, LiFi, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit-switched or packet-switched. These shall include linear transmission/ re-transmission/unicast/ broadcast/streaming/download/cache etc. of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, SSL, XDSL, DBS, cable television, mobile technologies, internet other closed networks or open networks. streaming through internet/broadband/IPTV/WAP/iMode/other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.) on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay or premium pay & shall include Free TV, Pay TV, Premium Pay TV, offline viewing etc.
- iii) DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS, music cassettes, CDs, Blue Ray Discs, VCDs and DVDs, Discs, Diskettes, optical storage devices, other storage devices and/or any similar devices. Downloads, Streaming or other kinds of data packet transfer technology via the internet, LAN, WAN, Satellite or other means for Download to Rent and Download to hire platforms and On Demand through Streaming.
- iv) Television (including Smart TVs and other future variants), computing devices, handheld devices and/or wearable devices (mobile phones, tablets, notepads etc., exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, AirPlay, Miracast, WiDi, Chrome cast, DLNA Certified Devices, Digital TV, Optical Disc Burner or recorders or equivalent memory stick cartridges, Semi-Conductor chips in both standard and hi definition formats, Versatile Digital Discs, Optical Disc, Laser Disc, Video compact disc, Compact Disc, Disc players, Blue Ray, Personal computers, Set-top based games that are played in conjunction with a DVD, HD-DVD, HD, or any other mode of Video together with audio/songs (Audio/Video) and the visuals accompanying them in the Program (alone or in conjunction with audio/songs and visuals accompanying the audio and songs of other programs/film(s)), Interactive television, Interactive Media, Telephone, Electric wires, Wireless, Chip, Satellite, DTH, DSL, ADSL, VDSL, SSL, DBS, Free download, Pay downloads in part or full, Animation, games, Reel, VHS, Video Cyberspace, Video Internet, Mobile, Computer hard drives, RAM devices (e.g. “Flash” or “Memory Stick” cards), Personal digital assistants (“PDAs”), Personal entertainment devices (“PEDs”), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, mobile rights, call back tones, ring back tones, music soundtrack and publishing rights, all rights in relation to exploitation and distribution of the music rights including digital rights and publishing rights, merchandising rights.

Interactive multimedia, clips, Home Video Rental and Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, Embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to the public within aircraft, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights, all music/audio rights in connection with and/or in relation to the audio-visual material and/or musical work of the Program containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any optical storage devices or other kinds of digital or other kinds of storage devices. Conversion and/or production and/or transmission in any format

including but not limited to SD (standard definition), HD (High Definition), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats and/or such other technologies which are capable of presenting/connecting/exhibiting/transmitting/retransmitting/ an audio visual, visual and/or audio content through any kind of virtual reality, augmented reality, mixed reality and such similar or analogous technologies.

- v) Using any digital television broadcast standards including (i) Telecom including eMBMS Mobile Broadcast Multicast Service (e for evolved i.e. on LTE) (ii) Terrestrial including 1 seg (One Segment) - Mobile TV system on ISDB-T, ATSC-M/H (ATSC, Mobile/Handheld), DAB-IP (Digital Audio Broadcast), T-DMB (Terrestrial Digital Multimedia Broadcast), DMB-T/H, DVB-H (Digital Video Broadcasting - Handheld), DVB-T (Digital Video Broadcasting - Terrestrial), DVB-T2 DVB-T2 Lite, DVB-NGH, iMB (Integrated Mobile Broadcast, 3GPP MBMS), ISDB-Tmm (Integrated Services Digital Broadcasting - Terrestrial Mobile Multimedia) and MediaFLO (iii) Satellite including DVB-SH (Digital Video Broadcasting - Satellite for Handhelds), CMMB (China Mobile Multimedia Broadcasting) and S-DMB (Satellite Digital Multimedia Broadcast).
- vi) All modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof including but not limited to physical; mechanical; magnetic; analogue; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, 5G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; internet telephony; radio; television; biotechnological; nano-technological; nuclear; molecular, and (iii) as may be developed in future.



Plot No. 463, Golf Course Road
Sector 42, Gurugram – 122009
Haryana
M: +91-9811967031

Date: - 29th Aug, 2022

Ms. Tanya Gupta
152, N.E.B Subhash Nagar,
Alwar, Rajasthan, India

Dear Ms. gupta,

Regarding your interview with us on **26th Aug, 2022**, it is our pleasure to offer you a position of **Executive-Interior Designer** as per the terms and conditions we discussed with you. Your starting salary would be **INR 22,000 (Twenty Two Thousand)**. If you agree to these terms, we would like you to join our company on or before **01st September, 2022**.

You will be on probation for a period of **Three (3) month** from the date of commencement of the work. The probation period may however be extended at the discretion of the company

Please submit the following documents to HR at the time of your joining:

- 1) A copy of this offer letter.
- 2) Photocopies of your degree certificates /ID Proof / Address Proof.
- 3) Technical certifications, if any
- 4) Experience/ relieving letters from previous organization.
- 5) Two colour passport-size photos.
- 6) Latest salary slip from your previous organization.

I also request you furnish the names and contact details of two references. We will then issue your formal appointment order.

We are positive that you will find **A2Z Planner, Gurgaon** & exciting place to develop and advance your career.

We look forward to welcoming you to **A2Z Planner, Gurgaon**.

Best Regards,

=====

Mandeep Dua
Relationship Manager

Ref: SMAC/HR/0036

Date: 06-Jan.-2022

**Mr. Pankaj Jangir,
Jaipur (Rajasthan)**

Offer Letter

Mr. Pankaj Jangir, with reference to your application and subsequent interview held with us, we are pleased to offer you the post of **SEO Executive** with a consolidated Monthly CTC of **₹13,000 (Thirteen Thousand)** For the First **3 Months** and after that with the salary of **₹ 15,000 (Fifteen Thousand) per month**. Your date of joining is **07 January 2022**.

1. You will initially be on probate for a period of **6 months**, which may be extended for a maximum period of further three months, at the sole discretion of the management during your probation period the reserves the right to terminate your employment without providing any reason, notice or notice pay.
2. You are advised to maintain strict confidentiality as regards your salary and not to divulge or disclose details of your salary to any of your peers, colleagues or subordinates, or any other person within the organization other than with the concerned HR Department.
3. Any instance of improper conduct and misconduct gross negligence or abandonment of the position to which you have been appointed shall constitute sufficient ground for the immediate dismissal. In such an event payment of salary and all other payments shall cease as per the date of dismissal. Improper conduct shall be deemed to include to direct or indirect participation by the employee or authorized agent in any political activity in any country or in any professional business undertaking or activity that could lead to a conflict of interest.
4. During the continuance of your employment with us, you shall not be engaged concern or interested directly or indirectly in any other occupation, business or employment but shall devote your whole-time attention and ability exclusively to the performance of your endeavors.
5. You shall communicate immediately to the company all in mention and innovations made by you, alone or jointly with others, in the course of your employment, relating tour business resulting from task specifically assign to you by the company and assign to the company for such invention any innovations. Total emoluments mentioned herein cover your services for the company as well as for our other associate concerns.



6. Your contribution to the company is dependent on your technical and you are expected to keep yourself technically up to date. Being part of an industry where technical skills required continuous up-gradation, the company may subject you to regular evaluation and your employment will be subject to your being successful in these evaluations.
7. In case the company decides to acquire or grow further in, a specific technical skill area, your continued employment will be subject to your adapting to the modified company objectives. The company shall, allow you reasonable time for such adaption and help you update/change your skills.
8. In case of termination or discharge, the leaves that have accumulated in your record will not be encashable. They will have to be consumed or forfeited.
9. In the event of your remaining absence for eight consecutive days without express permission in writing of the management, you shall lose lien on your employment and it will be deemed that you have abandoned the employment of your own accord without giving notice and shall not be liable for any notice pay however may be liable for the bond amount depending on your tenure of employment.
10. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company. You will carry out duties and work as assigned to you and shall comply with all the orders and directions given to you by your superiors. You shall honestly diligently and faithfully serve the organization using your utmost endeavors to promote the interest of the company.
11. The management reserve the right to terminate your appointment at its absolute discretion, after giving you two months' notice or none the payment of half month salary in lieu of notice.
12. You shall have to give a notice period of one month in advance at the time of resignation no matter you are in a probation period or permanent employee or else you are liable to pay twice your salary to incur the loss that occurs to the company due to immediate resignation or resignation before the year of joining date. SMAC DIGITAL merely submitting your resignation shall in case imply that you are relieved from your duties and your responsibilities towards the company. Your resignation shall be accepted only after the completion of assigned duties and responsibilities.
13. Your appointments in the company are subject to you're having to assign any satisfactory police record at all times. Your services in the company are terminable without assigning any reason thereof, or notice or notice pay, in case it is found at any time that you are any time that you have an unsatisfactory police record.
14. You shall be governed by rules and regulations/standing orders of the company and work according to directions/instructions given to you from time to time.
Leaves and other policies that govern your employment would be as per our internal regulations. We have a total of **12 leaves annual** which is **1 leave each month**.



15. The Company might entrust you with office equipment such as Laptop etc. for the purpose of executing your official responsibilities. You shall duly acknowledge the receipt of the same and maintain/preserve such equipment without causing any loss, damage, etc. to the same. You shall return the same, whenever called for.

If the above conditions are acceptable to you, please sign on the duplicate copy of the letter in a token of your acceptance and return the same to us for our records.

SMAC DIGITAL PVT. LTD

Rahul Swami
(CEO)

I understand and agree with the contents set out further undertake to abide by them.

Accepted By:

Sign:

Name:

Date:



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Square Yards : Campus 2022_ Interviews feedback

2 messages

Ms Sijo Head - Corporate Relations Placements JECRC <sijo.joji@jecrcu.edu.in>

Thu, Apr 28, 2022 at 1:23 PM

To: Aditi Khullar <aditi.khullar@jecrcu.edu.in>

**Sijo Joji**

Head-Corporate Relations, Training & Placement at JECRC University

M +91- 7229845674 **P** 01412770322 **E** sijo.joji@jecrcu.edu.in
W <http://www.jecrcuniversity.edu.in/>**A** Plot No IS -2036 to 2039, Ramchandrapura, Vidhani, Sitapura Extension Jaipur - 303 905 (Rajasthan), India

----- Forwarded message -----

From: <sandeep.kumar@squareyards.co.in>

Date: Fri, Jan 21, 2022 at 6:10 PM

Subject: Square Yards : Campus 2022_ Interviews feedback

To: sijo.joji@jecrcu.edu.in <sijo.joji@jecrcu.edu.in>

Dear Team,

We are happy to announce the list of students who have been selected with Square Yards for their final placements. Kindly share the updated Resume, Adhaar card and expected date of joining along with the preferred location (only one) of joining as mentioned below.

Locations:

North: Gurgaon & Noida

West: Mumbai & Pune

South: Bangalore, Hyderabad, Chennai, Vizag, Vijayawada

Name	College Name	Location	Interview Date	Leader
Akash Dey	JECRC University	Rajasthan	20-Jan-22	Randhir
ABHISHEK KUMAR	JECRC University	Rajasthan	20-Jan-22	Randhir
Kaushal khandal	JECRC University	Rajasthan	20-Jan-22	Randhir
Bhumika atri	JECRC University	Rajasthan	20-Jan-22	Randhir
Seema Jangid	JECRC University	Rajasthan	20-Jan-22	Randhir
Priya Modi	JECRC University	Rajasthan	20-Jan-22	Randhir
Garima Singh Yadav	JECRC University	Rajasthan	20-Jan-22	Randhir
Snehil Bhandari	JECRC University	Rajasthan	20-Jan-22	Randhir
Rakshit Sharma	JECRC University	Rajasthan	20-Jan-22	Randhir
Naman Jain	JECRC University	Rajasthan	20-Jan-22	Randhir



Sandeep Kumar | HR -Square Yards
 +91-9540770100 | sandeep.kumar@squareyards.co.in
www.squareyards.com
 9th Floor, Good Earth Business Bay, Sector 58, Gurugram - 122101

India's Largest Real Estate Brokerage
 India | UAE | Australia | Hong Kong | Canada | Qatar | Oman | Kuwait | Bahrain | Saudi Arabia



+91-141-4920675 | info@activant.in | activant.in

Activant Solutions Pvt Ltd, 609-610, Mansarovar Plaza,
Madhyam Marg, Mansarovar, Jaipur-302020, India



Offer Letter

Dear Ms. Garima Singh Yadav,

With reference to your job application & the subsequent selection process, we are pleased to extend an offer letter to you. The validity of this offer letter is subject to verification of the data of your prior employment, educational records, permanent address, current address and criminal records check. Please find the details below for your perusal:

Designation: HR Executive

CTC: Rs. 2,95,200

Joining Date: 16th March 2022

Location: 609, Mansarovar Plaza, Madhyam Marg, Mansarovar, Jaipur - 302020

Job Profile: Your job profile includes managing end-to-end recruitment cycle, updating employee database, coordinating employee engagement, distributing official letters and liaising corporate communications along with handling other HR functions. You will also remain involved in other back office tasks and additional KRAs assigned by the company management. The company expects an outstanding performance from you in these areas.

Please refer to the attached **Annexure** for the detailed compensation & benefits.

Activant Solutions Pvt. Ltd., hereinafter referred to as the company, reserves the rights to make any changes related to any part of this offer letter. Also, the employment offered to you is governed by the rules, regulations & policies of the company and the terms mentioned below.

Agreed & Accepted

Your Signature with Full Name



+91-141-4920675 | info@activant.in | activant.in

Activant Solutions Pvt Ltd, 609-610, Mansarovar Plaza,
Madhyam Marg, Mansarovar, Jaipur-302020, India



1. Employment Policies

This letter constitutes the full terms of our employment offer and supersedes all other offers, either written or verbal, that may have been made to you.

In addition to the rules & regulations stated in the Offer Letter, you will also need to abide by the rules & regulations stated in the company's Rule Book, & the Non-Disclosure Agreement including Non-Compete clause.

2. Probation Period

Your association with the company will be on probation terms for the next three months from your date of joining. The probation duration can be extended or reduced at the sole discretion of the management. During the probation period, the employment can be terminated without any notice or compensation by the company. Your positive contribution towards the achievement of company's goals will work as a great factor towards company's decision-making.

3. Notice Period & Minimum Tenure Commitment

We look forward to a long term association with you but in case you decide to part ways, you may do so with a notice period of at least **1 month**. But since a lot of effort & money is put into hiring & training of each employee, and as per the verbal commitment we had from you, the company requires you to provide your services to the company for at least **12 months**.

Agreed & Accepted

Your Signature with Full Name



+91-141-4920675 | info@activant.in | activant.in

Activant Solutions Pvt Ltd, 609-610, Mansarovar Plaza,
Madhyam Marg, Mansarovar, Jaipur-302020, India



If you fail to serve the organisation for at least 12 months or seek immediate relief from the duties without serving the notice period, one month's salary shall be forfeited and no experience certificate or relieving letter shall be provided.

The company has the right to initiate your termination with a notice period of 1 month.

The company also reserves the right to perform immediate termination on ground of any degree of violation of the rules & regulations stated in the Offer Letter, Non-Disclosure Agreement & Company's Rule Book.

4. Full Time Engagement

It is in the best interest of the company and your career growth with the company that beside your job with the company, you must not occupy yourself with any type of honorary or remuneration-based, full-time, part-time or freelance engagement with any type of service, trade, business, vocation or occupation (including agency of an insurance company or in advisory capacity).

Also, you must not join coaching classes or appear in any type of competitive examinations, without written approval from the management.

Should any violation be found by the company management in this term, the company management holds the right to take any action at its discretion, including but not limited to job termination.

Agreed & Accepted

Your Signature with Full Name



+91-141-4920675 | info@activant.in | activant.in

Activant Solutions Pvt Ltd, 609-610, Mansarovar Plaza,
Madhyam Marg, Mansarovar, Jaipur-302020, India



5. Promotions & Demotions

Your performance, salary, and responsibilities will be reviewed at the end of the probation period and then in every 12 months. For exceptional performances, appraisals will be decided from time to time. All the decisions related to promotions and demotions will be taken at the sole discretion of the company's management. Some of the key factors that are taken into consideration are your ethics, performance, efficiency, intelligence, discipline, loyalty, good behaviour and the prosperity of the organisation.

6. Company's Assets

Damage to or loss of any type of company assets that were provided to you to perform the duties must be compensated by you as per the latest unit price & installation charges of the exact asset & in case of its unavailability, as per the charges of an alternative asset approved by the management. This may result in immediate termination as well.

7. Retirement

The day you will turn 58 years old, your service tenure will be automatically put to a stop & you will be officially retired from the company.

My colleagues and I wholeheartedly look forward to seeing you joining Activant Solutions Pvt. Ltd.

Sincerely,
Smita Jain, Manager - HR,
Activant Solutions Pvt. Ltd.

Agreed & Accepted

Your Signature with Full Name



ANNEXURE

Remuneration/ CTC Break-Up

All entitlements listed below are subject to company policies, procedures and guidelines that may be in force or are issued/ changed from time to time. All benefits, pay structure and deductions are subject to change as per the Income Tax act, PF, ESIC and any other applicable law or acts.

S. No.	Particulars	Remuneration (Rs. Per Month)	Remuneration (Rs. Per Annum)
1	Basic Salary	11400	136800
2	HRA	5700	68400
3	Conveyance	1600	19200
4	Medical	1250	15000
5	Allowance	2850	34200
	Salary	22800	273600
6	PF - Employee's Contribution	1800	21600
7	ESIC - Employee's Contribution	0	0
	In-Hand Salary	21000	252000
8	PF - Employer's Contribution	1800	21600
9	ESIC - Employer's Contribution	0	0
	CTC	24600	295200

I accept the offer of employment described in the above letter, and I acknowledge that my appointment is not effective until approved by Activant Solutions Pvt. Ltd.

Candidate's Signature _____

Candidate's Name _____

Date & Place _____



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Employment Offer Letter for Rakshit Sharma

1 message

Rakshit Sharma <rakshitsharma02@gmail.com>
To: "aditi.khullar@jecrcu.edu.in" <aditi.khullar@jecrcu.edu.in>
Cc: tpo@jecrcu.edu.in

Mon, Apr 17, 2023 at 12:49 PM

----- Forwarded message -----

From: **Square Yards** <offers@squareyards.com>
Date: Fri, 11 Feb, 2022, 3:53 pm
Subject: Employment Offer Letter for Rakshit Sharma
To: <rakshitsharma02@gmail.com>
Cc: <randhir.nayar@azuro.in>, <kavay.upadhyay@squareyards.co.in>, <sreeja.nair@squareyards.in>, <altaf@azuro.in>

Dear **Rakshit Sharma**,

Congratulations!!

With reference to your application and subsequent interviews with us, we are pleased to offer you the role of **Management Trainee** in our Company with a CTC of **INR 450,000** per annum upon confirmation.

Initially, you will undergo a training period of three (3) months during which your gross compensation shall be **INR 15,000/-** per month. On completion of training after three (3) months from the date of joining, your performance shall be appraised for confirmation.

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone etc. in the performance of official duties subject to the policies framed by the company These may be contingent on performance threshold as defined from time to time.
- Conveyance is part of the CTC and there shall not be separate reimbursement of conveyance expense.

Your joining location will be

Gurugram (Magnum Tower - 1)

Reporting Date & Time:

22-Feb-2022, 9:30 AM

Venue Detail:

Unit No. 401-411 & 420A, 4th Floor, Magnum Towers, Tower-1,
[Golf Course Extension Road, Sector - 58, Gurugram 122011](#)
[Haryana](#)

Contact Person:

Kavay Kumar Upadhyay

Mandatory Documents to be uploaded on pre-joining link and produced in original on the day of Joining:

1. **Highest Education Certificate and Mark sheets (10th, 12th, Graduation, PG)**
2. **Photo Id Proof - Passport / Driving License / Voter's ID**
3. **PAN card**
4. **Aadhar Card**
5. **4 Passport size Photographs (in White Background)**
6. **Cancelled Cheque**
7. **CV (Resume)**
8. **Bank Statement**

Should you need any clarification prior to joining, please feel free to get in touch with Kavay Kumar Upadhyay,
Tel: 7428527567 Email: kavay.upadhyay@squareyards.co.in

We look forward to a mutually rewarding association.

Please accept the offer by clicking on the button below. which will direct you to pre joining process further. You are requested to revert positively within 2 days.

Regards,

Human Resources

[Azuro Property Management Services Private Limited](#)

Note: This offer is conditional upon the Company receiving satisfactory background check results. Please note if the Company is not satisfied with the background verification report, the Company reserves the right to withdraw or delay this offer.

Accept



CTC Breakup.pdf

73K



Laxmi Poonia <laxmi.poonia@jecrcu.edu.in>

Placement Opportunity at "Square Yards" for JECRC Foundation

MAYANK <mayank.seth@squareyards.co.in>

Sun, Nov 21, 2021 at 12:43 PM

To: Laxmi Poonia <laxmi.poonia@jecrcu.edu.in>, Manish Jain <deputyregistrar@jecrcu.edu.in>

Cc: Vrushabh Sharma <vrushabh.sharma@squareyards.co.in>, Abhishek Anand2 <abhishek.anand2@squareyards.co.in>, Deepak Khandelwal <deepak.khandelwal@squareyards.com>

Hi Team,

We have selected below mentioned candidates for the position **Business Development Associates**.

<u>Sr.No</u>	Name of the Student	Email Id	Contact No.	Campus	Branch	Selected/Not Selected
1	Charil Ambey Saini	charilambey.saini.22@jecrc.ac.in	9509601546	JECRC College	Computer Science	selected
2	Kirti Mewara	mewarakirt20@gmail.com	7023749034	JECRC University	Computer Science	selected
3	Anubhuti Udai	uanubhuti@gmail.com	9079675579	JECRC University	EE	selected
4	MANOJ VAISHNAV	manojvaishnav.22@gmail.com	9784395297	JECRC College	EE	selected
5	Sarthak singhal	sarthak9singhal@gmail.com	9306598384	JECRC University	Computer Science	selected

6	Mohit	mohit.18bcon388@jecrcu.edu.in	8968841160	JECRC University	Computer Science	selected
7	Akshay kumar beniwal	akshaykumarbeniwal.ece22@jecrc.ac.in	9509151498	JECRC College	ECE	selected
8	Dipanshu Tomer	shanutomer123@gmail.com	7568357434	JECRC College	ECE	selected
9	Somveer Kumar	Somveerk59@gmail.com	8955670840	JECRC University	BBA	selected
10	Manthan mudgal	mudgalmanthan@gmail.com	8209432310	JECRC University	BBA	selected
11	Rohit Navani	rohit.19bban072@jecrcu.edu.in	7728916743	JECRC University	BBA	selected
12	Chandni Sharma	chandnisharma26sep@gmail.com	9057555210	JECRC University	BBA	selected
13	Digvijay Bhati	digvijaybhati007@gmail.com	9549615944	JECRC University	BBA	selected
14	Praduman Singh Rajawat	Pradumansiingh@gmail.com	9549690396	JECRC College	EE	selected
15	Vinit khandal	vinit224488@gmail.com	9352775679	JECRC College	ECE	selected
16	Puja chaudhary	Pujapathwardhan.99@gmail.com	7297881935	JECRC University	MBA	selected

17	Harshit Tiwari	hharshit.tiwari@gmail.com	9461283471	JECRC College	EE	selected
18	Arbaz Khan	Arbaaz.Khan14959@gmail.com	9509193497	JECRC University	MBA	selected
19	Manan Bhatnagar	manan.bhatnagar.754@gmail.com	9649458470	JECRC University	MBA	selected
20	paritosh bansal	paritoshbansal586@gmail.com	8209219721	JECRC University	EE	selected
21	Deepak sharma	deepakSharma.mech22@jecrc.ac.in // ds0770815@gmail.com	9390473139	JECRC College	ME	selected
22	Amit mahur	mahuramit6@gmail.com	9772066950	JECRC College	ME	selected
23	Taruna Shetty	Shillushetty22@gmail.com	9610647482	JECRC University	MCA	selected
24	Shivani sohniya	shivanisohniya03@gmail.com	9875284774	JECRC University	MCA	selected

Please let us know :

- When/How soon these candidates can join?
- Please share Exams complete schedule.

Regards,

Mayank Seth

From: MAYANK [mailto:mayank.seth@squareyards.co.in]

Sent: 14 November 2021 09:19

To: 'Laxmi Poonia' <laxmi.poonia@jecrcu.edu.in>; 'Manish Jain' <deputyregistrar@jecrcu.edu.in>

Cc: 'Vrushabh Sharma' <vrushabh.sharma@squareyards.co.in>; 'Abhishek Anand2' <abhishek.anand2@squareyards.co.in>

Subject: RE: Placement Opportunity at "Square Yards" for JECRC Foundation

Hi Team,

Please find selected students for Final PI-round. [Personal Round will be on Zoom/Google Meet]

Sr.No	Name of the Student	Email Id	Contact No.	Campus	Branch	Comments
1	Ritik saluja	ritiksalujabxn@gmail.com	9352344215	JECRC College	Computer Science	Selected for Round 2

2	Charil Ambey Saini	charilambeysaini.ee22@jecrc.ac.in	9509601546	JECRC College	Computer Science	Selected for Round 2
3	Manan pareek	manan20feb2000@gmail.com	8239278894	JECRC University	Computer Science	Selected for Round 2
4	Naman Sharma	naman.18bcon289@jecrcu.edu.in	8005883664	JECRC University	Computer Science	Selected for Round 2
5	Kirti Mewara	mewarakirt20@gmail.com	7023749034	JECRC University	Computer Science	Selected for Round 2
6	Tanveer	iwtdeiml@gmail.com	9610166372	JECRC University	Computer Science	Selected for Round 2
7	Anubhuti Udai	uanubhuti@gmail.com	9079675579	JECRC University	EE	Selected for Round 2
8	Khagesh Kumar Gaur	khageshkgaur@gmail.com	7062129641	JECRC College	EE	Selected for Round 2
9	MANOJ VAISHNAV	manojvaishnav.ee@gmail.com	9784395297	JECRC College	EE	Selected for Round 2
10	Paddhati singh Nirwan	paddhatid@gmail.com	9079055797	JECRC University	ECE	Selected for Round 2



Thrillophilia Offer Letter & Employment Agreement

Congratulations Chandni Sharma,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Sales and Business Development Associate beginning June 27, 2022 to Chandni Sharma**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **June 23, 2022**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Rituja Khunteta | Senior HR Executive

Rituja Khunteta

And

Chandni Sharma

Signature -



Compensation

CTC: INR 3,60,000

Fixed component per annum: INR 2,40,000

Variable component per annum: INR 1,20,000

*Tax Deductions, as applicable

Expenses on phone, travel, or anything else for company purposes will be reimbursed.

Confidentiality & Authorization to Work

As a condition of full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of two months, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in



any fashion, participate or engage in any activity or other business competitive with the Thrillophilia's business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia's prior written consent to establish, form, or become employed by a competing business on termination of employment by the Thrillophilia. The Employee's failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.

3. Term of Employment

You shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be **Jaipur**. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Expenses

Thrillophilia shall reimburse the Employee for reasonable expenses incurred in connection with the Employee's performance of his / her duties including travel expenses, food, and lodging while away from his base work location, pursuant to the Thrillophilia's reimbursement policies.



9. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.

10. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

11.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

11.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

11.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

11.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at its sole option (1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or (2) on at least 30 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.



12. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.

13. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

14. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

15. General Provisions

15.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

15.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.



16. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.

17. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

18. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by:

Chandni Sharma

Date: 23/06/2022

----- Forwarded message -----

From: Square Yards <offers@squareyards.com>
Date: Wed, 30 Mar 2022, 12:10
Subject: Employment Offer Letter for Snehl Bhandari
To: snehlbhandari@gmail.com
Cc: mandhir.nayar@azura.in, kavay.upadhyay@squareyards.co.in, arseja.nair@squareyards.in, rishi@azura.in

Dear Snehl Bhandari,

Congratulations!

With reference to your application and subsequent interviews with us, we are pleased to offer you the role of **Management Trainee** in our Company with a CTC of **INR 450,000** per annum upon confirmation.

Initially, you will undergo a training period of three (3) months during which your gross compensation shall be **INR 15,000/-** per month. On completion of training after three (3) months from the date of joining, your performance shall be appraised for confirmation.

In addition you will be eligible to participate in:

- **Variable Incentive Structure** based on the revenue generated by you. (Or your team including yourself on per month basis)
- **Reimbursements** for the expenses incurred like telephone etc. in the performance of official duties subject to the policies framed by the company. These may be contingent on performance threshold as defined from time to time.
- Conveyance is part of the CTC and there shall not be separate reimbursement of conveyance expense.

Your joining location will be

Reporting Date & Time

Venue Detail:

Contact Person:

Gurgaon (Magnum Tower - 1)

02-Aug-2022, 9:30 AM

Unit No. 401-411 & 420A, 4th Floor, Magnum Towers, Tower 1,
Golf Course Extension Road, Sector - 58, Gurgaon 122011
Haryana

Arpith Susarla



Offer Letter

Date: 27th Dec 2021

Dear Mr. Manan Pareek

This is with reference with the aptitude test and interview for the post of “Web Developer” and the subsequent round of interviews that we had with you.

We are pleased to inform you that you have been selected for “Web Development Intern”. Your joining will be from 1st Jan 2022. This is to clarify that as per our HR policy you will be on internship for a minimum of 6 months after which your performance will be evaluated.

As such, your internship will include training/orientation and focus primarily on learning and developing new skills and gaining a deeper understanding of concepts through hands-on application of the knowledge you learned with us.

Best regards,

Rohan Singh Shekhawat
Head-Operations



Offer Letter

Date: 21st Dec 2021

Dear Mr. Yash Kumar Yadav

This is with reference with the aptitude test and interview for the post of “Digital Marketing” and the subsequent round of interviews that we had with you.

We are pleased to inform you that you have been selected for ”Digital Marketing Intern”. Your joining will be from 6th Jan 2022. This is to clarify that as per our HR policy you will be on internship for a minimum of 6 months after which your performance will be evaluated.

As such, your internship will include training/orientation and focus primarily on learning and developing new skills and gaining a deeper understanding of concepts through hands-on application of the knowledge you learned with us.

Best regards,

Rohan Singh Shekhawat
Head-Operations

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Date: 25-Oct-2021

Offer Letter

Anvikshik Pratap Singh Chauhan,
Jaipur, Rajasthan

Dear Anvikshik,

This is with reference to your application and subsequent interview with us. We are pleased to offer you role of **'Software Developer' in Technology Department** in our organization. Congratulations! We look forward to working with you.

In this role you will be reporting to **Abhishek Vashishtha**. Your CTC will be **7,00,000/- (Seven Lakh)**. For breakup of your CTC and detailed Terms and Conditions of your appointment please refer to Annexures I & II attached herewith.

Your joining date is **1st July 2022**. You are required to report at 10:30 AM to our office or virtually, to HR. You are also required to bring / mail (scanned copy) following documents in original as well as a photocopy of the same:

1. Address & ID Proof (PAN)
2. Qualification certificates
3. PF / ESI / UAN number, if available
4. Bank credentials (cancelled cheque)
5. Last two pay slips
6. Last Company's Appointment letter, resignation acceptance and relieving letter
7. Passport size photograph

In case you fail to join on the before mentioned date and in absence of any written communication to this effect from you, this "Offer Letter" shall automatically be treated as withdrawn.

Please provide your acceptance of this "Offer Letter" by return mail.

Congratulations once again and we welcome you at Sudrania!

Your Sincerely,
For Sudrania Fund Services

Amit Agarwal
VP – Human Resources

This is a system generated document and does not need signature

Sudrania Software LLP, Laxmi Complex, E8 Nirman Nagar, DCM, Ajmer Road, Jaipur 302019

info@sudrania.com | www.sudrania.com | +91 141 2810385

Annexure I

Salary Structure

Components	INR per Annum
Basic	3,50,000
House Rent Allowance	1,75,000
Leave Travel Allowance	29,155
Special Allowance	1,03,845
Gross Salary	6,58,000
Provident Fund (Employer)	42,000
Employee State Insurance (Employer)	0
Net Salary	6,16,000
Annual Cost to Company	7,00,000

Provident Fund Contributions (Employee and Employer contribution) will be deposited with the RPFC Fund in accordance with the Provident Fund and Miscellaneous Provisions Act 1952.

Employee State Insurance – will be deducted and deposited with ESI Corporation as per ESI Act 1948.

Gratuity – You are eligible to earn this once you have completed a minimum of 5 years of service with Sudrania. Payout occurs on separation from Sudrania and is calculated at 15/26 months of basic salary for every year of service.

Group Personal Accident Policy – You are covered under this Policy from day 1 of your joining Sudrania. The coverage is equal to your annual CTC.

Group Health Insurance Policy (Mediclaime) – You, your spouse and children are covered under this Policy for INR 5 Lacs from day 1 of your joining at Sudrania.

Income Tax Implications arising out of this structure would be borne by you, as per the prevalent Income Tax Rules.

Annexure II

Terms & Conditions of Service

1. Job Location and Assignment:

- 1.1 You will be initially posted at Jaipur. However, the organization may, in its business interest, transfer you or send you on deputation to any of its offices, to any other location, department, establishment, branch of the organization or subsidiary, associate or affiliate of the organization, in India or abroad. In such a case, you will be governed by the terms and conditions of service applicable for the new assignment.
- 1.2 You may, during the course of your employment, be given any assignment that may arise out of the organization's business that the organization, in its subjective judgment feels, is suited to your background, qualifications and / or experience.
- 1.3 You may be required to undertake travel on organization's work, if required

2. Probationary Period:

- 2.1 Initially you will be placed on probation for a period of three months from the date of your joining duty. Upon successful completion of the probation period and subsequent performance evaluation, your services will be considered to be confirmed. In case your performance is not considered up to expected level, your probation period maybe extended in writing up to a further period of 3 months or may be terminated in writing without further intimation.
- 2.2 Based upon your performance during the probation period the organization reserves the right to reduce, dispense with or extend the probationary period at its sole discretion or terminate your services with immediate effect, without giving any notice or assigning any reason.

3. Remuneration and Benefits

- 3.1 Your remuneration details are mentioned in Annexure I effective from the date of joining. Your remuneration package is subject to any taxes or other deductions as per the Government regulations.
- 3.2 You will be governed at all times by the policies, procedures and rules of the organization related to the salary, allowances, benefits and perquisites which are specified in Annexure I. Further, the organization has right to modify or change such allowances, benefits, and perquisites from time to time in accordance with its policies.

4. General Rules of Conduct, Policies and Procedures

- 4.1 Your position is a full-time employment with the organization, and you shall devote your whole time, attention and skill to the best of your ability, exclusively to the business of the organization.

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FUND SERVICES

- 4.2 In case of your absence, without any information/ intimation to the concerned, for more than eight consecutive working days, it will be presumed that you are no longer interested in working for the organization and have abandoned its services, thereby terminating your contract of service. In such case, you will not be entitled to any compensation for the loss of service.
- 4.3 You will not take-up any other work for remuneration (Part time or otherwise) or work in advisory capacity or in the capacity of consultant or be interested directly or indirectly in any other trade or business or pursue any course of study, during the employment with the organization without prior written permission from the Management.
- 4.4 You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any individual, company or firm having business transaction with the organization.
- 4.5 During the period of employment with the organization, the service Rules and Regulations of the organization and the amendments that may be brought into force from time to time and the Rules governing business conduct, ethics and secrecy shall govern you.
- 4.6 You are required to conduct yourself professionally, at all times, in the office of your duty. In the event of misconduct committed by you, including any act, which causes embarrassment or inconvenience to the organization or to other employees, the organization shall take disciplinary or legal action against you, which may result in subsequent dismissal from employment. You will not indulge in any act, activity, conduct etc. within or outside the premises of the organization which will render you of unbecoming the employee of the organization.
- 4.7 Your address given in application will be deemed to be the correct for the purpose of sending any communication to you. Any change in your address shall be communicated to the organization immediately.

5. Confidentiality and Protection of Intellectual Property

- 5.1 During your employment with the organization and after separation, you will refrain from disclosing or making public, any information regarding the organization's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise.
- 5.2 You will not disclose the information pertaining to the reporting structure and the structure of the organization including its hierarchy to any third party.
- 5.3 Any development, content, invention etc. executed by you for the organization, as part of your work shall become the property of the organization and you shall have no claim in any manner whatsoever on such property.
- 5.4 You are explicitly forbidden from using content and other work developed by you for the organization and sending such data through emails or copying such data using electronic media.

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FUND SERVICES

- 5.5 The rights to any invention, discovery or creation of new system or method or software or hardware of the computer system of the organization or method related to the organization's operations and arising out of any work done during your employment would automatically vest in the organization. In this connection, wherever required, the organization may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort.
- 5.6 You are specifically made aware that you will not be made liable to any compensation for such acts of yours and that any rewards which the organization may choose to bestow, will not be deemed to confer any right towards the invention, discovery or improvement in the system or method for you.
- 5.7 You shall not disclose to anybody the confidential information of the organization pertaining to the list of clients and customers, financial background of the organization, its liabilities and assets, its software and hardware, its policies and regulations, its wage structure and other beneficial policies, its commercial and trade secrets and as a matter of fact any minute detail pertaining to the business and commercial activities of the organization including the information and details which may prejudice the business and commercial interests of the organization.
- 5.8 You will not disclose the information of the organization pertaining to Peripheral,documentation of computer hardware and software, hardware sale and installation agreement, rental maintenance agreement, software license agreement, commissioned software agreement, Shrink-wrap license agreement, multiple copy software license agreement, exclusive distributorship agreement, software marketing agreement, software distribution agreement, Beta Test agreement, Source code deposit agreement, turnkey agreement, Bureau source agreement, consultancy agreement, source code programming language statements, deliverables, Bespoke software etc. to any third person not connected with the organization and to any person though connected with the organization may not be authorized by the competent person of the organization to receive such information.
- 5.9 The organization reserves the right to claim liquidated damages from you in case you violate any of the aforesaid terms. The amount of liquidated damages shall depend upon the impact of the violation.

6. Termination:

- 6.1 During the probation period, this contract may be terminated by either party giving to other party 15 days' notice in writing.
- 6.2 After your confirmation of service, this contract of appointment/ terms of appointment letter can be severed by either party by serving one month's notice to other party.
- 6.3 However, points 6.1 and 6.2 above are at the discretion of the Management. If required, you may have to serve your notice period in full or part for transition and transfer of knowledge as required by your Manager.
- 6.4 You will retire from the services of the company on attaining the age 58 years which is the present age of superannuation of the organization. The organization reserves its rights to vary and modify the aforesaid age of superannuation.

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7. Leaves and Hours of Work:

- 7.1 Leaves: All employees are entitled to flexible leaves from Day 1 of joining. Unless in emergency, such as sickness, you are required to plan your leaves well in advance and inform your Manager to ensure continuity of work. Thus, there is no deduction of additional leaves, no carry forward or payment in lieu.

8. Other Terms and Conditions

- 8.1 This offer is subject to satisfactory verification of your character, antecedents, testimonials and references.
- 8.2 This offer is made based on the details provided by you in your resume and the information provided by you during various discussions with you. If, at any time any information or detail given by you is found to be incorrect or suppressed or false, or you are found to have been convicted for indulged in criminal, subversive, or immoral activities, or you are found to have indulged in financial irregularities, this offer letter shall be deemed to be withdrawn.

SUDRANIA

FUND SERVICES

Date: 25-Oct-2021

Offer Letter

Ayura Bansal,
Bharatpur, Rajasthan

Dear Ayura,

This is with reference to your application and subsequent interview with us. We are pleased to offer you role of **'Software Developer' in Technology Department** in our organization. Congratulations! We look forward to working with you.

In this role you will be reporting to **Abhishek Vashishtha**. Your CTC will be **7,00,000/- (Seven Lakh)**. For breakup of your CTC and detailed Terms and Conditions of your appointment please refer to Annexures I & II attached herewith.

Your joining date is **1st July 2022**. You are required to report at 10:30 AM to our office or virtually, to HR. You are also required to bring / mail (scanned copy) following documents in original as well as a photocopy of the same:

1. Address & ID Proof (PAN)
2. Qualification certificates
3. PF / ESI / UAN number, if available
4. Bank credentials (cancelled cheque)
5. Last two pay slips
6. Last Company's Appointment letter, resignation acceptance and relieving letter
7. Passport size photograph

In case you fail to join on the before mentioned date and in absence of any written communication to this effect from you, this "Offer Letter" shall automatically be treated as withdrawn.

Please provide your acceptance of this "Offer Letter" by return mail.

Congratulations once again and we welcome you at Sudrania!

Your Sincerely,
For Sudrania Fund Services

Amit Agarwal
VP – Human Resources

This is a system generated document and does not need signature

Sudrania Software LLP, Laxmi Complex, E8 Nirman Nagar, DCM, Ajmer Road, Jaipur 302019

info@sudrania.com | www.sudrania.com | +91 141 2810385

Annexure I

Salary Structure

Components	INR per Annum
Basic	3,50,000
House Rent Allowance	1,75,000
Leave Travel Allowance	29,155
Special Allowance	1,03,845
Gross Salary	6,58,000
Provident Fund (Employer)	42,000
Employee State Insurance (Employer)	0
Net Salary	6,16,000
Annual Cost to Company	7,00,000

Provident Fund Contributions (Employee and Employer contribution) will be deposited with the RPFC Fund in accordance with the Provident Fund and Miscellaneous Provisions Act 1952.

Employee State Insurance – will be deducted and deposited with ESI Corporation as per ESI Act 1948.

Gratuity – You are eligible to earn this once you have completed a minimum of 5 years of service with Sudrania. Payout occurs on separation from Sudrania and is calculated at 15/26 months of basic salary for every year of service.

Group Personal Accident Policy – You are covered under this Policy from day 1 of your joining Sudrania. The coverage is equal to your annual CTC.

Group Health Insurance Policy (Mediclaime) – You, your spouse and children are covered under this Policy for INR 5 Lacs from day 1 of your joining at Sudrania.

Income Tax Implications arising out of this structure would be borne by you, as per the prevalent Income Tax Rules.

Annexure II

Terms & Conditions of Service

1. Job Location and Assignment:

- 1.1 You will be initially posted at Jaipur. However, the organization may, in its business interest, transfer you or send you on deputation to any of its offices, to any other location, department, establishment, branch of the organization or subsidiary, associate or affiliate of the organization, in India or abroad. In such a case, you will be governed by the terms and conditions of service applicable for the new assignment.
- 1.2 You may, during the course of your employment, be given any assignment that may arise out of the organization's business that the organization, in its subjective judgment feels, is suited to your background, qualifications and / or experience.
- 1.3 You may be required to undertake travel on organization's work, if required

2. Probationary Period:

- 2.1 Initially you will be placed on probation for a period of three months from the date of your joining duty. Upon successful completion of the probation period and subsequent performance evaluation, your services will be considered to be confirmed. In case your performance is not considered up to expected level, your probation period maybe extended in writing up to a further period of 3 months or may be terminated in writing without further intimation.
- 2.2 Based upon your performance during the probation period the organization reserves the right to reduce, dispense with or extend the probationary period at its sole discretion or terminate your services with immediate effect, without giving any notice or assigning any reason.

3. Remuneration and Benefits

- 3.1 Your remuneration details are mentioned in Annexure I effective from the date of joining. Your remuneration package is subject to any taxes or other deductions as per the Government regulations.
- 3.2 You will be governed at all times by the policies, procedures and rules of the organization related to the salary, allowances, benefits and perquisites which are specified in Annexure I. Further, the organization has right to modify or change such allowances, benefits, and perquisites from time to time in accordance with its policies.

4. General Rules of Conduct, Policies and Procedures

- 4.1 Your position is a full-time employment with the organization, and you shall devote your whole time, attention and skill to the best of your ability, exclusively to the business of the organization.

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FUND SERVICES

- 4.2 In case of your absence, without any information/ intimation to the concerned, for more than eight consecutive working days, it will be presumed that you are no longer interested in working for the organization and have abandoned its services, thereby terminating your contract of service. In such case, you will not be entitled to any compensation for the loss of service.
- 4.3 You will not take-up any other work for remuneration (Part time or otherwise) or work in advisory capacity or in the capacity of consultant or be interested directly or indirectly in any other trade or business or pursue any course of study, during the employment with the organization without prior written permission from the Management.
- 4.4 You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any individual, company or firm having business transaction with the organization.
- 4.5 During the period of employment with the organization, the service Rules and Regulations of the organization and the amendments that may be brought into force from time to time and the Rules governing business conduct, ethics and secrecy shall govern you.
- 4.6 You are required to conduct yourself professionally, at all times, in the office of your duty. In the event of misconduct committed by you, including any act, which causes embarrassment or inconvenience to the organization or to other employees, the organization shall take disciplinary or legal action against you, which may result in subsequent dismissal from employment. You will not indulge in any act, activity, conduct etc. within or outside the premises of the organization which will render you of unbecoming the employee of the organization.
- 4.7 Your address given in application will be deemed to be the correct for the purpose of sending any communication to you. Any change in your address shall be communicated to the organization immediately.

5. Confidentiality and Protection of Intellectual Property

- 5.1 During your employment with the organization and after separation, you will refrain from disclosing or making public, any information regarding the organization's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise.
- 5.2 You will not disclose the information pertaining to the reporting structure and the structure of the organization including its hierarchy to any third party.
- 5.3 Any development, content, invention etc. executed by you for the organization, as part of your work shall become the property of the organization and you shall have no claim in any manner whatsoever on such property.
- 5.4 You are explicitly forbidden from using content and other work developed by you for the organization and sending such data through emails or copying such data using electronic media.

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- 5.5 The rights to any invention, discovery or creation of new system or method or software or hardware of the computer system of the organization or method related to the organization's operations and arising out of any work done during your employment would automatically vest in the organization. In this connection, wherever required, the organization may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort.
- 5.6 You are specifically made aware that you will not be made liable to any compensation for such acts of yours and that any rewards which the organization may choose to bestow, will not be deemed to confer any right towards the invention, discovery or improvement in the system or method for you.
- 5.7 You shall not disclose to anybody the confidential information of the organization pertaining to the list of clients and customers, financial background of the organization, its liabilities and assets, its software and hardware, its policies and regulations, its wage structure and other beneficial policies, its commercial and trade secrets and as a matter of fact any minute detail pertaining to the business and commercial activities of the organization including the information and details which may prejudice the business and commercial interests of the organization.
- 5.8 You will not disclose the information of the organization pertaining to Peripheral,documentation of computer hardware and software, hardware sale and installation agreement, rental maintenance agreement, software license agreement, commissioned software agreement, Shrink-wrap license agreement, multiple copy software license agreement, exclusive distributorship agreement, software marketing agreement, software distribution agreement, Beta Test agreement, Source code deposit agreement, turnkey agreement, Bureau source agreement, consultancy agreement, source code programming language statements, deliverables, Bespoke software etc. to any third person not connected with the organization and to any person though connected with the organization may not be authorized by the competent person of the organization to receive such information.
- 5.9 The organization reserves the right to claim liquidated damages from you in case you violate any of the aforesaid terms. The amount of liquidated damages shall depend upon the impact of the violation.

6. Termination:

- 6.1 During the probation period, this contract may be terminated by either party giving to other party 15 days' notice in writing.
- 6.2 After your confirmation of service, this contract of appointment/ terms of appointment letter can be severed by either party by serving one month's notice to other party.
- 6.3 However, points 6.1 and 6.2 above are at the discretion of the Management. If required, you may have to serve your notice period in full or part for transition and transfer of knowledge as required by your Manager.
- 6.4 You will retire from the services of the company on attaining the age 58 years which is the present age of superannuation of the organization. The organization reserves its rights to vary and modify the aforesaid age of superannuation.

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7. Leaves and Hours of Work:

- 7.1 Leaves: All employees are entitled to flexible leaves from Day 1 of joining. Unless in emergency, such as sickness, you are required to plan your leaves well in advance and inform your Manager to ensure continuity of work. Thus, there is no deduction of additional leaves, no carry forward or payment in lieu.

8. Other Terms and Conditions

- 8.1 This offer is subject to satisfactory verification of your character, antecedents, testimonials and references.
- 8.2 This offer is made based on the details provided by you in your resume and the information provided by you during various discussions with you. If, at any time any information or detail given by you is found to be incorrect or suppressed or false, or you are found to have been convicted for indulged in criminal, subversive, or immoral activities, or you are found to have indulged in financial irregularities, this offer letter shall be deemed to be withdrawn.

SUDRANIA

FUND SERVICES

Date: 25-Oct-2021

Offer Letter

Ayush Gupta,
Bhilwara, Rajasthan

Dear Ayush,

This is with reference to your application and subsequent interview with us. We are pleased to offer you role of **'Software Developer' in Technology Department** in our organization. Congratulations! We look forward to working with you.

In this role you will be reporting to **Abhishek Vashishtha**. Your CTC will be **7,00,000/- (Seven Lakh)**. For breakup of your CTC and detailed Terms and Conditions of your appointment please refer to Annexures I & II attached herewith.

Your joining date is **1st July 2022**. You are required to report at 10:30 AM to our office or virtually, to HR. You are also required to bring / mail (scanned copy) following documents in original as well as a photocopy of the same:

1. Address & ID Proof (PAN)
2. Qualification certificates
3. PF / ESI / UAN number, if available
4. Bank credentials (cancelled cheque)
5. Last two pay slips
6. Last Company's Appointment letter, resignation acceptance and relieving letter
7. Passport size photograph

In case you fail to join on the before mentioned date and in absence of any written communication to this effect from you, this "Offer Letter" shall automatically be treated as withdrawn.

Please provide your acceptance of this "Offer Letter" by return mail.

Congratulations once again and we welcome you at Sudrania!

Your Sincerely,
For Sudrania Fund Services

Amit Agarwal
VP – Human Resources

This is a system generated document and does not need signature

Sudrania Software LLP, Laxmi Complex, E8 Nirman Nagar, DCM, Ajmer Road, Jaipur 302019

info@sudrania.com | www.sudrania.com | +91 141 2810385

Annexure I

Salary Structure

Components	INR per Annum
Basic	3,50,000
House Rent Allowance	1,75,000
Leave Travel Allowance	29,155
Special Allowance	1,03,845
Gross Salary	6,58,000
Provident Fund (Employer)	42,000
Employee State Insurance (Employer)	0
Net Salary	6,16,000
Annual Cost to Company	7,00,000

Provident Fund Contributions (Employee and Employer contribution) will be deposited with the RPFC Fund in accordance with the Provident Fund and Miscellaneous Provisions Act 1952.

Employee State Insurance – will be deducted and deposited with ESI Corporation as per ESI Act 1948.

Gratuity – You are eligible to earn this once you have completed a minimum of 5 years of service with Sudrania. Payout occurs on separation from Sudrania and is calculated at 15/26 months of basic salary for every year of service.

Group Personal Accident Policy – You are covered under this Policy from day 1 of your joining Sudrania. The coverage is equal to your annual CTC.

Group Health Insurance Policy (Mediclaime) – You, your spouse and children are covered under this Policy for INR 5 Lacs from day 1 of your joining at Sudrania.

Income Tax Implications arising out of this structure would be borne by you, as per the prevalent Income Tax Rules.

Annexure II

Terms & Conditions of Service

1. Job Location and Assignment:

- 1.1 You will be initially posted at Jaipur. However, the organization may, in its business interest, transfer you or send you on deputation to any of its offices, to any other location, department, establishment, branch of the organization or subsidiary, associate or affiliate of the organization, in India or abroad. In such a case, you will be governed by the terms and conditions of service applicable for the new assignment.
- 1.2 You may, during the course of your employment, be given any assignment that may arise out of the organization's business that the organization, in its subjective judgment feels, is suited to your background, qualifications and / or experience.
- 1.3 You may be required to undertake travel on organization's work, if required

2. Probationary Period:

- 2.1 Initially you will be placed on probation for a period of three months from the date of your joining duty. Upon successful completion of the probation period and subsequent performance evaluation, your services will be considered to be confirmed. In case your performance is not considered up to expected level, your probation period maybe extended in writing up to a further period of 3 months or may be terminated in writing without further intimation.
- 2.2 Based upon your performance during the probation period the organization reserves the right to reduce, dispense with or extend the probationary period at its sole discretion or terminate your services with immediate effect, without giving any notice or assigning any reason.

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- 4.2 In case of your absence, without any information/ intimation to the concerned, for more than eight consecutive working days, it will be presumed that you are no longer interested in working for the organization and have abandoned its services, thereby terminating your contract of service. In such case, you will not be entitled to any compensation for the loss of service.
- 4.3 You will not take-up any other work for remuneration (Part time or otherwise) or work in advisory capacity or in the capacity of consultant or be interested directly or indirectly in any other trade or business or pursue any course of study, during the employment with the organization without prior written permission from the Management.
- 4.4 You shall not, under any circumstances either directly or indirectly, receive or accept for own benefit any commission, rebate, discount, gift or profit of any nature from any individual, company or firm having business transaction with the organization.
- 4.5 During the period of employment with the organization, the service Rules and Regulations of the organization and the amendments that may be brought into force from time to time and the Rules governing business conduct, ethics and secrecy shall govern you.
- 4.6 You are required to conduct yourself professionally, at all times, in the office of your duty. In the event of misconduct committed by you, including any act, which causes embarrassment or inconvenience to the organization or to other employees, the organization shall take disciplinary or legal action against you, which may result in subsequent dismissal from employment. You will not indulge in any act, activity, conduct etc. within or outside the premises of the organization which will render you of unbecoming the employee of the organization.
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- 5.1 During your employment with the organization and after separation, you will refrain from disclosing or making public, any information regarding the organization's affairs or administration or research carried out whether the same may be confided to you or become known to you in the course of your service or otherwise.
- 5.2 You will not disclose the information pertaining to the reporting structure and the structure of the organization including its hierarchy to any third party.
- 5.3 Any development, content, invention etc. executed by you for the organization, as part of your work shall become the property of the organization and you shall have no claim in any manner whatsoever on such property.
- 5.4 You are explicitly forbidden from using content and other work developed by you for the organization and sending such data through emails or copying such data using electronic media.

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- 5.5 The rights to any invention, discovery or creation of new system or method or software or hardware of the computer system of the organization or method related to the organization's operations and arising out of any work done during your employment would automatically vest in the organization. In this connection, wherever required, the organization may obtain patent rights in its name (or jointly with others) based on the fact of your invention, discovery or other creative effort.
- 5.6 You are specifically made aware that you will not be made liable to any compensation for such acts of yours and that any rewards which the organization may choose to bestow, will not be deemed to confer any right towards the invention, discovery or improvement in the system or method for you.
- 5.7 You shall not disclose to anybody the confidential information of the organization pertaining to the list of clients and customers, financial background of the organization, its liabilities and assets, its software and hardware, its policies and regulations, its wage structure and other beneficial policies, its commercial and trade secrets and as a matter of fact any minute detail pertaining to the business and commercial activities of the organization including the information and details which may prejudice the business and commercial interests of the organization.
- 5.8 You will not disclose the information of the organization pertaining to Peripheral,documentation of computer hardware and software, hardware sale and installation agreement, rental maintenance agreement, software license agreement, commissioned software agreement, Shrink-wrap license agreement, multiple copy software license agreement, exclusive distributorship agreement, software marketing agreement, software distribution agreement, Beta Test agreement, Source code deposit agreement, turnkey agreement, Bureau source agreement, consultancy agreement, source code programming language statements, deliverables, Bespoke software etc. to any third person not connected with the organization and to any person though connected with the organization may not be authorized by the competent person of the organization to receive such information.
- 5.9 The organization reserves the right to claim liquidated damages from you in case you violate any of the aforesaid terms. The amount of liquidated damages shall depend upon the impact of the violation.

6. Termination:

- 6.1 During the probation period, this contract may be terminated by either party giving to other party 15 days' notice in writing.
- 6.2 After your confirmation of service, this contract of appointment/ terms of appointment letter can be severed by either party by serving one month's notice to other party.
- 6.3 However, points 6.1 and 6.2 above are at the discretion of the Management. If required, you may have to serve your notice period in full or part for transition and transfer of knowledge as required by your Manager.
- 6.4 You will retire from the services of the company on attaining the age 58 years which is the present age of superannuation of the organization. The organization reserves its rights to vary and modify the aforesaid age of superannuation.

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7. Leaves and Hours of Work:

- 7.1 Leaves: All employees are entitled to flexible leaves from Day 1 of joining. Unless in emergency, such as sickness, you are required to plan your leaves well in advance and inform your Manager to ensure continuity of work. Thus, there is no deduction of additional leaves, no carry forward or payment in lieu.

8. Other Terms and Conditions

- 8.1 This offer is subject to satisfactory verification of your character, antecedents, testimonials and references.
- 8.2 This offer is made based on the details provided by you in your resume and the information provided by you during various discussions with you. If, at any time any information or detail given by you is found to be incorrect or suppressed or false, or you are found to have been convicted for indulged in criminal, subversive, or immoral activities, or you are found to have indulged in financial irregularities, this offer letter shall be deemed to be withdrawn.



Ruchi Seth <ruchi.seth@jecrcu.edu.in>

Fwd: Sudrania Fund Services I Campus JECRC

1 message

Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fri, Mar 17, 2023 at 1:26 PM

To: Ruchi Seth <ruchi.seth@jecrcu.edu.in>, "Dr. Poonam hariyani" <poonam.hariyani@jecrcu.edu.in>

Cc: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>

Sudraina Funds-Proofs

----- Forwarded message -----

From: **DyDirector** <dydirectorhr@jecrc.ac.in>

Date: Fri, Mar 17, 2023 at 12:24 AM

Subject: Fwd: Sudrania Fund Services I Campus JECRC

To: Aditi Khullar <aditi.khullar@jecrcu.edu.in>, Tanmay Garg <tanmaygarg.hr@jecrc.ac.in>

**Ramesh Rawat**

Deputy Director - Corporate Relations

Department of Training and Placement | JECRC Foundation

9829019867

Dydirectorhr@jecrc.ac.in

www.jecrcfoundation.com

Shri Ram ki Nangal via RIICO, Tonk Rd, Sitapura, Jaipur, Rajasthan
302022

----- Forwarded message -----

From: **Amit Agarwal (JAI)** <Amit.Agarwal@sudrania.com>

Date: Mon, Oct 4, 2021 at 4:41 PM

Subject: RE: Sudrania Fund Services I Campus JECRC

To: DyDirector <dydirectorhr@jecrc.ac.in>

Cc: Savy Singhal (JAI) <savy.singhal@sudrania.com>, Sangeeta Bhardwaj (JAI) <sangeeta.bhardwaj@sudrania.com>

Dear Rawat Sir,

Pleased to inform you that the following students have been selected for final offer @ 7 LPA.

Kindly provide acceptance confirmation. Will issue formal offer letters post your confirmation. Will also need to know their date of joining.

	Name
1	Priyanka Mundra

2	MUDIT AGRAWAL
3	MANAN SHARMA
4	RITIKA AGARWAL
5	SHRADHA GUPTA
6	Prashant Suthar
7	SHRUTI JAIN
8	NEHA PRAJAPATI
9	ISHITA TIWARI
10	Saksham Gupta
11	MEENAL AGARWAL
12	Naveen Soni
13	PRACHI MUTHA
14	Ayush Gupta
15	PRACHI JOSHI
16	VINIT JAIN
17	Darshna Kumawat
18	VAIBHAV SHARMA
19	Anvikshik Pratap Singh Chauhan
20	Ayura Bansal

Thanks & Regards,

Amit Agarwal *Vice President HR*

amit.agarwal@sudrania.com +91 9560099509



From: DyDirector <dydirectorhr@jecrc.ac.in>

Sent: Wednesday, September 29, 2021 2:50 PM

To: Amit Agarwal (JAI) <Amit.Agarwal@sudrania.com>

Cc: Savy Singhal (JAI) <savy.singhal@sudrania.com>; Sangeeta Bhardwaj (JAI) <sangeeta.bhardwaj@sudrania.com>

Subject: Re: Sudrania Fund Services I Campus JECRC

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sir,

Thanks for sharing the test list.

We welcome Ms. Savy and ensure you all have a smooth interview process on the days. At our end, Mr. Javed would be there to interact with the coordinators for any onspot support required during the interview. We will form a whatsapp group to monitor all the shortlisted students to ensure their availability as per their time slot for the same. .

Best Regards,

Ramesh Rawat

On Wed, Sep 29, 2021 at 2:24 PM Amit Agarwal (JAI) <Amit.Agarwal@sudrania.com> wrote:

Dear Rawat Sir,

As discussed over phone, please find list of selected students for Personal Interview with Tech Leaders and HR on 30th Sept and 1st Oct 2021.

While I have already sent mail to the students, separate individual invite will be sent to them by Savy (marked in CC) during the day today for interviews on 30th Sept and tomorrow for interviews on 1st Oct 2021.

Kindly ensure that students are available as per their timings (refer list attached), have a laptop and good internet connectivity since this will be a video call (MS 8x8).

Savy Singhal will be the coordinator from our end, and she is available on 8209494876

Thanks & Regards,

Amit Agarwal *Vice President HR*

amit.agarwal@sudrania.com +91 9560099509



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"SAVE PAPER. Good for your planet. Good for your Business"



Aditi Khullar <aditi.khullar@jecrcu.edu.in>

Fwd: Welcome to Synoriq | Preksha Kothari | Offer Letter

1 message

Preksha Kothari <prekshakothari300@gmail.com>
To: "aditi.khullar@jecrcu.edu.in" <aditi.khullar@jecrcu.edu.in>

Fri, Oct 7, 2022 at 12:59 PM

----- Forwarded message -----

From: **Rajat Sharma** <welcome.hr@synoriq.com>
Date: Tue, 22 Feb 2022 at 1:52 PM
Subject: Welcome to Synoriq | Preksha Kothari | Offer Letter
To: <prekshakothari300@gmail.com>

Dear Preksha,

It gives me immense pleasure to offer you the position of **Digital Marketing Associate**.

We welcome you on behalf of the Synoriq Team. We hope your career here will be a gratifying one. We are happy to have your analytical talent in our organization. Apply it, work hard, and buckle up for the new journey of your career.

Kindly review the offer letter and share your acceptance latest by **28/02/2022, 11:59 PM**. Upon expiry of the said validity period, the offer shall stand terminated/withdrawn automatically. Feel free to ask any queries.

--

Rajat Sharma
Recruitment Manager
Synoriq R&D Pvt. Ltd.
Contact No. +91-8905987859

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Facebook: [Synoriq - Home](#) | [Facebook](#)
Youtube: [Synoriq - YouTube](#)

To view the offer letter kindly click on the below link
[View Offer Letter](#)



Date: 15 Nov 2021

Alzia Khan

alziaakhan@gmail.com

6378699511

OFFER LETTER

Dear Alzia,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Human Resource Associate**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 3.25 LPA** after a year, during one year of the time the compensation will be as follows:

First six months- INR 16,700 per month
Next six months- INR 22,800 per month

The compensation of INR 3.25 LPA will be effective post 1 year.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

A handwritten signature in blue ink that reads 'Deepanshi'.

Deepanshi Jain
Director

Synoriq R&D Private Limited

Corporate Address: D 245-246, 3rd Floor, Omkar Tower, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 (Rajasthan)

Registered Address: S1, Plot No. 28, Ayuwan Singh Nagar, Maharani Farm, Durgapura, Jaipur - 302018 (Rajasthan)

Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H



Annexure-A

Employee Name		Alzia Khan	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

Synoriq R&D Private Limited

Corporate Address: D 245-246, 3rd Floor, Omkar Tower, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 (Rajasthan)

Registered Address: S1, Plot No. 28, Ayuwan Singh Nagar, Maharani Farm, Durgapura, Jaipur - 302018 (Rajasthan)

Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H

Employee Name		Alzia Khan	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During upskilling period)		Monthly	Annually
Basic Salary	Basic	₹10,531.33	₹1,26,376.00
Allowances	House Rent Allowance	₹5,265.67	₹63,188.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹3,665.83	₹43,990.00
Retirals	Gratuity (4.81% of Basic)**	₹506.50	₹6,078.00
	Employer's PF Contribution***	₹1,264.00	₹15,168.00
CTC Package		₹22,833.33	₹2,74,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
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Employee Name		Alzia Khan	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹12,491.67	₹1,49,900.00
Allowances	House Rent Allowance	₹6,245.83	₹75,950.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,646.00	₹55,752.00
Retirals	Gratuity (4.81% of Basic)**	₹600.83	₹7,210.00
	Employer's PF Contribution***	₹1,499.00	₹17,988.00
CTC Package		₹27,083.33	₹3,25,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
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EMPLOYEE
ANNEXURE

This Employee Annexure executed onis with effect from the date of joining
to the successful completion of the 6 months of probation thereafter.BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms.
....., aged about years, with PAN CARD number
....., is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the Six Months Period with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is Rs. 15,000 and Rs. 8,000 as training cost. The EMPLOYEE is also liable to pay Rs. 300 per working day cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

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**Employment:**

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.

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2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.
3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not

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approved by the current manager will not be considered under paid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Human Resource Associate.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical

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documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the

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Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 15 Nov 2021

Kanishka Gupta

kanishkagupta361@gmail.com

8279953602

OFFER LETTER

Dear Kanishka,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Human Resource Associate**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 3.25 LPA** after a year, during one year of the time the compensation will be as follows:

First six months- INR 16,700 per month
Next six months- INR 22,800 per month

The compensation of INR 3.25 LPA will be effective post 1 year.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

Deepanshi Jain
Director

Synoriq R&D Private Limited

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Annexure-A

Employee Name		Kanishka Gupta	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
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Employee Name		Kanishka Gupta	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During upskilling period)		Monthly	Annually
Basic Salary	Basic	₹10,531.33	₹1,26,376.00
Allowances	House Rent Allowance	₹5,265.67	₹63,188.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹3,665.83	₹43,990.00
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Employee Name		Kanishka Gupta	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
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Allowances	House Rent Allowance	₹6,245.83	₹75,950.00
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AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms.
..... , aged about years, with PAN CARD number
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The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the Six Months Period with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is Rs. 15,000 and Rs. 8,000 as training cost. The EMPLOYEE is also liable to pay Rs. 300 per working day cost for the utilization of Synoriq's proprietary.

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3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
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3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of workingdays
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.
3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not

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approved by the current manager will not be considered under paid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Human Resource Associate.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical

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documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the

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Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 22 Feb 2022

Puneet Sharma
puneetsharma7041@gmail.com
+919166467489

OFFER LETTER

Dear Puneet,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Digital Marketing Associate**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 3.25 LPA** after a year, during one year of the time the compensation will be as follows:

First six months- INR 16,700 per month
Next six months- INR 22,800 per month

The compensation of INR 3.25 LPA will be effective post 1 year.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

A handwritten signature in black ink that reads 'Deepanshi'.

Deepanshi Jain
Director

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Annexure-A

Employee Name		Puneet Sharma	
Employee Code			
Joining Date			
Designation		Digital Marketing Associate	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

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Employee Name		Puneet Sharma	
Employee Code			
Joining Date			
Designation		Digital Marketing Associate	
Department			
Location			
PAN			
Salary Structure (During upskilling period)		Monthly	Annually
Basic Salary	Basic	₹10,531.33	₹1,26,376.00
Allowances	House Rent Allowance	₹5,265.67	₹63,188.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹3,665.83	₹43,990.00
Retirals	Gratuity (4.81% of Basic)**	₹506.50	₹6,078.00
	Employer's PF Contribution***	₹1,264.00	₹15,168.00
CTC Package		₹22,833.33	₹2,74,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
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Employee Name		Puneet Sharma	
Employee Code			
Joining Date			
Designation		Digital Marketing Associate	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹12,491.67	₹1,49,900.00
Allowances	House Rent Allowance	₹6,245.83	₹75,950.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,646.00	₹55,752.00
Retirals	Gratuity (4.81% of Basic)**	₹600.83	₹7,210.00
	Employer's PF Contribution***	₹1,499.00	₹17,988.00
CTC Package		₹27,083.33	₹3,25,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the Six Months Period with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is Rs. 15,000 and Rs. 8,000 as training cost. The EMPLOYEE is also liable to pay Rs. 300 per working day cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

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Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.

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2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.
3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not

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approved by the current manager will not be considered under paid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Digital Marketing Associate.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

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documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
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4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

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Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

Synoriq R&D Private Limited

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Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H



Date: 15 Nov 2021

Kanishka Jain
kjainkanishka18@gmail.com
9414715955

OFFER LETTER

Dear Kanishka,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Associate Product Manager**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 4.50 LPA** after a year, during one year of the time the compensation will be as follows:

First six month (Probation Period) - INR 16,700 per month
Next six months (Upskilling Period) - INR 27,100 per month

The compensation of INR 4.50 LPA will be effective post grooming period.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

Deepanshi Jain
Director

Synoriq R&D Private Limited

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Annexure-A

Employee Name		Kanishka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

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Employee Name		Kanishka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (During Upskilling period)		Monthly	Annually
Basic Salary	Basic	₹12,499.33	₹1,49,992.00
Allowances	House Rent Allowance	₹6,249.67	₹74,996.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,649.83	₹55,798.00
Retirals	Gratuity (4.81% of Basic)**	₹601.17	₹7,214.00
	Employer's PF Contribution***	₹1,500.00	₹18,000.00
CTC Package		₹27,100.00	₹3,25,200.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

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Employee Name		Kanishka Jain	
Employee Code			
Joining Date			
Designation		Associate Product Manager	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹17,430.75	₹2,09,169.00
Allowances	House Rent Allowance	₹8,715.33	₹1,04,584.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹7,115.50	₹85,386.00
Retirals	Gratuity (4.81% of Basic)**	₹838.42	₹10,061.00
	Employer's PF Contribution***	₹1,800.00	₹21,600.00
CTC Package		₹37,500.00	₹4,50,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

Synoriq R&D Private Limited

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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the **Six Months Period** with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is **Rs. 15,000** and **Rs. 8,000** as training cost. The EMPLOYEE is also liable to pay **Rs. 300 per working day** cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

Synoriq R&D Private Limited

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Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

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Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.
2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies,

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procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered under paid leaves.
4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Associate Product Manager.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by SynorIQ. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of SynorIQ. This obligation needs to continue during the employment

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relationship, as well as after the employment relationship has ended.

2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

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Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 23/05/2022

Kanishthika Kesnani
kanishthika00@gmail.com
+917976522212

OFFER LETTER

Dear Kanishthika,

We are pleased to confirm your employment for the profile of **Associate Product Designer-1** at our Jaipur office. Your training will be for **6 months** starting from **06/06/2022** till **06/12/2022**. Your monthly stipend structure (on working 9 hrs per day, 6 days a week) for the training period (6 months) is mentioned in **Annexure-A**.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

A handwritten signature in blue ink that reads 'Deepanshi'.

Deepanshi Jain
Director

Synoriq R&D Private Limited

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Annexure - A

During Work From Home		
Salary Details [A]	Basic	₹ 6,600
	Special Allowance	₹ 381
Deductions [B]	PF Employee*	₹ 792
	ESI Employee**	₹ 53
Net pay [A-B]		₹ 6,136
Other benefits [C]	PF Employer*	₹ 792
	ESI Employer**	₹ 227
Package [A+C]		₹ 8,000

During Work from Office		
Salary Details [A]	Basic	₹ 6,600
	Special Allowance	₹ 2,318
Deductions [B]	PF Employee*	₹ 792
	ESI Employee**	₹ 67
Net pay [A-B]		₹ 8,059
Other benefits [C]	PF Employer*	₹ 792
	ESI Employer**	₹ 290
Package [D=A+C]		₹ 10,000

- *PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation
- **Employee's State Insurance Corporation, Ministry of Labour & Employment
- Management has the right to alter the structure if required by any compliance.
- This communication is highly confidential between **YOU** and **Synoriq R&D Pvt. Ltd.**

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TRAINING PERIOD POLICY

1. In this employment, you are obliged to follow the COMPANY policies. The COMPANY has made the offer of temporary employment on the basis of the information, statements, and facts ("Information") as provided by you during the document submission. The COMPANY reserves the right to terminate the services forthwith at the time of joining or at any point of time in future during the employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
2. The training certificate will be provided only on the successful completion of 6 months. If you take any unpaid leaves then the duration of the training period will be increased in the following way:

5- 15 days unpaid leave	The period will be increased by the same number of working days
15- 30 days unpaid leaves	The period will be increased by 30 working days
More than 30 days of unpaid leaves	By default, the TRAINEE will be terminated and no certificate will be issued but the profile will be reviewed case by case

3. Application for leave needs to be submitted to HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Uninformed leave, that is, if no prior information about the absence from work will be considered as NCNS (No Call No Show), which has its own implications.
4. During training, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked under criminal offense depending upon the severity.
5. On successful completion of the training, a pre-placement offer (PPO) or joining date would be provided to you.
6. If you leave the organization within the training duration then no experience letter/certificate will be issued.
7. The training certificate will be given only after the completion of the training. We'll not provide any certification documents during the training period.
8. In case you intend to resign from the services of the company at any point of time, you are required to serve a 30 days notice period for the training program and on PPO confirmation you need to serve a 90 days notice period starting from the acceptance of resignation.
9. If you are unable to provide a notice period as applicable, the Company reserves the right to claim one month stipend (In training) OR three month's salary (In permanent employment) in lieu of the risk which the company has incurred due to your action.

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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his/her leaving the Company before completion of the Six Months Period for any reason whatsoever, he/she shall be liable to pay his/her one month's salary to the Company i.e mentioned in the **Annexure-A (Refer point (D))**, as a recruitment cost/training cost.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

Synoriq R&D Private Limited

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Registered Address: S1, Plot No. 28, Ayuwan Singh Nagar, Maharani Farm, Durgapura, Jaipur - 302018 (Rajasthan)

Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H



EMPLOYMENT POLICY

Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days for Jaipur, Noida, Mumbai location and 5 working days for Bangalore location in a week. There is 9 hours working each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty

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and integrity in all your actions.

2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be provided during the probation period.
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to common national and festive holidays approved for the company based on city wise calendars.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.

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3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered under paid leaves.
4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.

There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Duties & Obligations:

1. During the course of their employment, the Employee shall devote all of their professional and business time, attention and energies to the business and affairs of the Company. During the course of his/her employment, the Employee shall not hold any other executive or managerial or responsibilities in any entity other than the Company without the prior written approval of the Company. Further, for pursuing any education, including but not limited to degree course, professional course or vocational course, the Employee shall take a prior written consent of the Company.
2. The Employee agrees that while in the employment of the Company, he/she shall not undertake employment or freelancing assignments with any other business or individual on a temporary or part-time basis or offer his/her services with or without pay to any person, legal entity or public authority or to be occupied in their own business without the prior written consent of the Company.
3. The Employee shall, at all times, be required to carry out the duties and responsibilities assigned to him/her by the CEO and/or the Board, faithfully, diligently, to the best of their ability, and in compliance with the established policies and procedures. Further, the Employee shall, at all times, endeavor to the best of his/her ability to protect and promote the interests of the Company.
4. The Employee agrees to adhere to and strictly follow all Company policies including but not limited to policy related to data protection, data backup, data handover etc.
5. The Employee shall, at all times, endeavor to the best of his/her abilities, to perform their given work and responsibilities with high standard of initiative, efficiency and economy.
6. The Employee agrees to not seek membership of any local or public body without obtaining prior written approval of the Board.
7. The Employee agrees to not violate and strictly abide by the rules, regulations, and policies of the Company that may be enforced, and which may be amended, altered or extended from time to time.

Designation:

1. Designation till the next promotion will be Associate Product Designer-1.

Confidentiality:

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1. During your employment, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as

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your previous compensation structure.

4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
3. EMPLOYEE are not allowed to take any leaves during the Notice Period. In case of unforeseen circumstances of leave requirements, the Notice Period will be extended by the number of leaves (paid+unpaid) taken.
4. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.
5. If the EMPLOYEE is unable to serve the required notice period, then the company holds the right to mark the employee as abscond & will take legal action against the same.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

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Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 31 Dec 2021

Nikhil Saini
nikhilh3510@gmail.com
+918824048696

OFFER LETTER

Dear Nikhil,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Software Engineer**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 4.50 LPA** after a year, during one year of the time the compensation will be as follows:

First six month (Probation Period) - INR 16,700 per month
Next six months (Upskilling Period) - INR 27,100 per month

The compensation of INR 4.50 LPA will be effective post grooming period.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

A handwritten signature in black ink that reads 'Deepanshi' with a small star above the 'i'.

Deepanshi Jain
Director

Synoriq R&D Private Limited

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Annexure-A

Employee Name		Nikhil Saini	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and SynorIQ R&D Pvt. Ltd.			

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Employee Name		Nikhil Saini	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (During Upskilling period)		Monthly	Annually
Basic Salary	Basic	₹12,499.33	₹1,49,992.00
Allowances	House Rent Allowance	₹6,249.67	₹74,996.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,649.83	₹55,798.00
Retirals	Gratuity (4.81% of Basic)**	₹601.17	₹7,214.00
	Employer's PF Contribution***	₹1,500.00	₹18,000.00
CTC Package		₹27,100.00	₹3,25,200.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
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Employee Name		Nikhil Saini	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹17,430.75	₹2,09,169.00
Allowances	House Rent Allowance	₹8,715.33	₹1,04,584.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹7,115.50	₹85,386.00
Retirals	Gratuity (4.81% of Basic)**	₹838.42	₹10,061.00
	Employer's PF Contribution***	₹1,800.00	₹21,600.00
CTC Package		₹37,500.00	₹4,50,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the **Six Months Period** with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is **Rs. 15,000** and **Rs. 8,000** as training cost. The EMPLOYEE is also liable to pay **Rs. 300 per working day** cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

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1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
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6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
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10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

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2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

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3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
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1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies,

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procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered under paid leaves.
4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Software Engineer.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment

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relationship, as well as after the employment relationship has ended.

2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

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Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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29 Dec 2021

Priyansh Agal
priyanshagal008@gmail.com
+918824867891

OFFER LETTER

Dear Priyansh,

We are pleased to confirm your employment for the profile of **Product Management - Trainee** at our Jaipur office. Your training will be for 6 months starting from **03 Jan 2022** till **30 Jun 2022**. Your monthly stipend structure (on working 9 hrs per day, 6 days a week) for the training period (6 months) is mentioned in **Annexure-A**.

Please review, sign & return the duplicate copy of this offer letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,
Yours truly

A handwritten signature in black ink that reads 'Deepanshi'.

Deepanshi Jain
Director



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Annexure - A

During Work From Home		
Salary Details [A]	Basic	₹ 6,600
	Special Allowance	₹ 98
Deductions [B]	PF Employee	₹ 792
	ESI Employee	₹ 51
ABRY Benefit (Conditional) - [C]#	ABRY	₹ 792
Net pay [A-B+C]		₹ 6,647
Other benefits [D]	PF Employer	₹ 792
	ESI Employer	₹ 218
Package [A+D]		₹ 7,708
Effective Package with ABRY [A+C+D]#		₹ 8,500

During Work from Office		
Salary Details [A]	Basic	₹ 6,600
	Special Allowance	₹ 2,519
Deductions [B]	PF Employee	₹ 792
	ESI Employee	₹ 69
ABRY Benefit (Conditional) - [C]#	ABRY	₹ 792
Net pay [A-B+C]		₹ 9,050
Other benefits [D]	PF Employer	₹ 792
	ESI Employer	₹ 297
Package [A+D]		₹ 10,208
Effective Package with ABRY [A+C+D]#		₹ 11,000

- **#ABRY** benefits are conditional, only if EPFO approves your case for ABRY - you will be eligible for ABRY benefits by Govt. Hence these benefits are conditional in nature, Synoriq cannot guarantee these benefits. **For more information please refer:** https://www.epfindia.gov.in/site_en/abry.php
- Management has the right to alter the structure if required by any compliance.
- This communication is highly confidential between **YOU** and **Synoriq R&D Pvt. Ltd.**

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TRAINING PERIOD POLICY

1. In this employment, you are obliged to follow the COMPANY policies. The COMPANY has made the offer of temporary employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission. The COMPANY reserves the right to terminate the services forthwith at the time of joining or at any point of time in future during the employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
2. The training certificate will be provided only on the successful completion of 6 months. If you take any unpaid leaves then the duration of the training period will be increased in the following way:

5- 15 days unpaid leave	The period will be increased by the same number of working days
15- 30 days unpaid leaves	The period will be increased by 30 working days
More than 30 days of unpaid leaves	By default, the TRAINEE will be terminated and no certificate will be issued but the profile will be reviewed case by case

3. Application for leave needs to be submitted to HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Uninformed leave, that is, if no prior information about the absence from work will be considered as NCNS (No Call No Show), which has its own implications.
4. During training, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked under criminal offense depending upon the severity.
5. On successful completion of the training, a pre-placement offer (PPO) or joining date would be provided to you.
6. If you leave the organization within the training duration then no experience letter/certificate will be issued.
7. The training certificate will be given only after the completion of the training. We'll not provide any certification documents during the training period.
8. In case you intend to resign from the services of the company at any point of time, you are required to serve a 30 days notice period for the training program and on PPO confirmation you need to serve a 90 days notice period starting from the acceptance of resignation.
9. If you are unable to provide a notice period as applicable, the Company reserves the right to claim one month stipend (In training) OR three month's salary (In permanent employment) in lieu of the risk which the company has incurred due to your action.

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EMPLOYMENT POLICY

Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
2. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
3. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
4. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
5. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy.

Location:

1. The COMPANY may change the EMPLOYEE'S above-mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall at all times, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.
2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory

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requirements, in letter and spirit.

3. Any kind of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct. No paid leaves will be allowed in the probation period

2. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.

3. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during the probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

3. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the **1st of the next month**.

Leaves:

1. EMPLOYEE will be entitled to 18 days of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.

2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered underpaid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.

5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during the course of employment. The accumulated leaves will lapse.

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2. EMPLOYEE shall maintain the utmost secrecy with regard to confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

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**Notice Period:**

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide a notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE is not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the Employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary in lieu of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In the case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In the case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary in lieu of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during the course of your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
 2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE with the original price of that property in cash.
- The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the

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EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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17 Dec 2021

Ranvijay Kushwah
Ranvijaykushwah007@gmail.com
+916376132637

OFFER LETTER

Dear Ranvijay,

We are pleased to confirm your employment for the profile of **Tech Trainee** at our Jaipur office. Your training will be for 6 months starting from **03 Jan 2022** till **30 Jun 2022**. Your monthly stipend structure (on working 9 hrs per day, 6 days a week) for the training period (6 months) is mentioned in **Annexure-A**.

Please review, sign & return the duplicate copy of this offer letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,
Yours truly

A handwritten signature in black ink that reads 'Deepanshi'.

Deepanshi Jain
Director



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Annexure - A

During Work From Home		
Salary Details [A]	Basic	₹ 6,600
	Special Allowance	₹ 98
Deductions [B]	PF Employee	₹ 792
	ESI Employee	₹ 51
ABRY Benefit (Conditional) - [C]#	ABRY	₹ 792
Net pay [A-B+C]		₹ 6,647
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Deductions [B]	PF Employee	₹ 792
	ESI Employee	₹ 69
ABRY Benefit (Conditional) - [C]#	ABRY	₹ 792
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- Management has the right to alter the structure if required by any compliance.
- This communication is highly confidential between **YOU** and **Synoriq R&D Pvt. Ltd.**

Synoriq R&D Private Limited

Corporate Address: D 245-246, 3rd Floor, Omkar Tower, Amrapali Marg, Vaishali Nagar, Jaipur - 302021 (Rajasthan)

Registered Address: S1, Plot No. 28, Ayuwan Singh Nagar, Maharani Farm, Durgapura, Jaipur - 302018 (Rajasthan)

Mobile: +91-9079028915 | **Website:** www.synoriq.com | **CIN:** U72900RJ2017PTC058899 | **PAN:** AAZCS1364H



TRAINING PERIOD POLICY

1. In this employment, you are obliged to follow the COMPANY policies. The COMPANY has made the offer of temporary employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission. The COMPANY reserves the right to terminate the services forthwith at the time of joining or at any point of time in future during the employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
2. The training certificate will be provided only on the successful completion of 6 months. If you take any unpaid leaves then the duration of the training period will be increased in the following way:

5- 15 days unpaid leave	The period will be increased by the same number of working days
15- 30 days unpaid leaves	The period will be increased by 30 working days
More than 30 days of unpaid leaves	By default, the TRAINEE will be terminated and no certificate will be issued but the profile will be reviewed case by case

3. Application for leave needs to be submitted to HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Uninformed leave, that is, if no prior information about the absence from work will be considered as NCNS (No Call No Show), which has its own implications.
4. During training, you shall not directly or indirectly engage in any conduct adverse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked under criminal offense depending upon the severity.
5. On successful completion of the training, a pre-placement offer (PPO) or joining date would be provided to you.
6. If you leave the organization within the training duration then no experience letter/certificate will be issued.
7. The training certificate will be given only after the completion of the training. We'll not provide any certification documents during the training period.
8. In case you intend to resign from the services of the company at any point of time, you are required to serve a 30 days notice period for the training program and on PPO confirmation you need to serve a 90 days notice period starting from the acceptance of resignation.
9. If you are unable to provide a notice period as applicable, the Company reserves the right to claim one month stipend (In training) OR three month's salary (In permanent employment) in lieu of the risk which the company has incurred due to your action.

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EMPLOYMENT POLICY

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2. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
3. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
4. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
5. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy.

Location:

1. The COMPANY may change the EMPLOYEE'S above-mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall at all times, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.
2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory

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requirements, in letter and spirit.

3. Any kind of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct. No paid leaves will be allowed in the probation period

2. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.

3. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during the probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

3. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the **1st of the next month**.

Leaves:

1. EMPLOYEE will be entitled to 18 days of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.

2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered underpaid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.

5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during the course of employment. The accumulated leaves will lapse.

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**Confidentiality:**

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked under criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy with regard to confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

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**Notice Period:**

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide a notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE is not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the Employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary in lieu of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In the case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In the case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary in lieu of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during the course of your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
 2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE with the original price of that property in cash.
- The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the

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EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 31 Dec 2021

Shobhit Gupta
shobhitgupta966@gmail.com
+917007498811

OFFER LETTER

Dear Shobhit,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Software Engineer**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 4.50 LPA** after a year, during one year of the time the compensation will be as follows:

First six month (Probation Period) - INR 16,700 per month
Next six months (Upskilling Period) - INR 27,100 per month

The compensation of INR 4.50 LPA will be effective post grooming period.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

A handwritten signature in black ink that reads 'Deepanshi' with a small star above the 'i'.

Deepanshi Jain
Director

Synoriq R&D Private Limited

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Annexure-A

Employee Name		Shobhit Gupta	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
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Employee Name		Shobhit Gupta	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (During Upskilling period)		Monthly	Annually
Basic Salary	Basic	₹12,499.33	₹1,49,992.00
Allowances	House Rent Allowance	₹6,249.67	₹74,996.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,649.83	₹55,798.00
Retirals	Gratuity (4.81% of Basic)**	₹601.17	₹7,214.00
	Employer's PF Contribution***	₹1,500.00	₹18,000.00
CTC Package		₹27,100.00	₹3,25,200.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
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Management has right to alter the structure if required by any compliance			
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Employee Name		Shobhit Gupta	
Employee Code			
Joining Date			
Designation		Software Engineer	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹17,430.75	₹2,09,169.00
Allowances	House Rent Allowance	₹8,715.33	₹1,04,584.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹7,115.50	₹85,386.00
Retirals	Gratuity (4.81% of Basic)**	₹838.42	₹10,061.00
	Employer's PF Contribution***	₹1,800.00	₹21,600.00
CTC Package		₹37,500.00	₹4,50,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the **Six Months Period** with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is **Rs. 15,000** and **Rs. 8,000** as training cost. The EMPLOYEE is also liable to pay **Rs. 300 per working day** cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

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Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

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Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.
2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies,

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procedures and standards in effect from time to time during the Employment Period.

3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not approved by the current manager will not be considered under paid leaves.
4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Software Engineer.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment

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relationship, as well as after the employment relationship has ended.

2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
4. If there is any joining bonus associated with the compensation at the time of joining and if the employee leaves the company within the timeframe of 2 years, then the joining bonus gets forfeited.

Notice Period:

1. In case you intend to resign from the services of the company at any point of time, you are required to serve a 90 days' notice period ('Notice Period') starting from the acceptance of resignation. The Company may, at its sole discretion, permit you an early release by adjusting with or without the paid leave accumulated towards a part of the notice period (whether in part or whole).
2. If you are unable to provide notice period as applicable, the Company reserves the right to claim three month's salary in lieu of the risk which the Company has incurred due to your action.
3. The exit formalities (like issuing of experience letter, relieving letter, salary slips, salary release, FNF) will be done after the 45 days of EMPLOYEE's last day of employment.
4. EMPLOYEE are not allowed to take any leaves during the Notice Period.
5. Due to any reason if EMPLOYEE wants to resign during the probation period then the Notice period will be 30 days.

Non-Competition:

1. It is agreed and acknowledged that EMPLOYEE will be unable to seek or accept employment opportunities from any of the company's existing or former clients for a period of up to 12 months after you leave the company or work with the company. This clause will act the same in the case of a competitor having the same clients.

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Termination:

1. Without cause, the Company may terminate this agreement at any time to the EMPLOYEE. If the Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.
2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

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Date: 15 Nov 2021

Muskan Tyagi
muskantyaagi23@gmail.com
7424942487

OFFER LETTER

Dear Muskan,

With reference to your interview conducted by us in the campus drive, we are pleased to inform you that you have been shortlisted for the position of **Human Resource Associate**. The joining date will be shared on successful completion of your graduation/post-graduation.

The CTC compensation package will be **INR 3.25 LPA** after a year, during one year of the time the compensation will be as follows:

First six months- INR 16,700 per month
Next six months- INR 22,800 per month

The compensation of INR 3.25 LPA will be effective post 1 year.

A detailed letter of appointment, specifying all terms and conditions of employment with the organization, and details of your compensation package is mentioned in Annexure A.

Please review, sign & return the duplicate copy of this letter, as a token of your acceptance to this letter.

Congratulations and Welcome to Synoriq!

Thanking you,

Yours truly

Deepanshi Jain
Director

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Annexure-A

Employee Name		Muskan Tyagi	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During Probation Period)		Monthly	Annually
Basic Salary	Basic	₹7,478.08	₹89,737.00
Allowances	House Rent Allowance	₹3,739.00	₹44,868.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹2,139.25	₹25,671.00
Retirals	Gratuity (4.81% of Basic)**	₹359.67	₹4,316.00
	Employer's PF Contribution***	₹897.00	₹10,764.00
	Employer's ESI Contribution*	₹487.00	₹5,844.00
CTC Package		₹16,700.00	₹2,00,400.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
* Employee's State Insurance Corporation, Ministry of Labour & Employment			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and SynorIQ R&D Pvt. Ltd.			

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Employee Name		Muskan Tyagi	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (During upskilling period)		Monthly	Annually
Basic Salary	Basic	₹10,531.33	₹1,26,376.00
Allowances	House Rent Allowance	₹5,265.67	₹63,188.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹3,665.83	₹43,990.00
Retirals	Gratuity (4.81% of Basic)**	₹506.50	₹6,078.00
	Employer's PF Contribution***	₹1,264.00	₹15,168.00
CTC Package		₹22,833.33	₹2,74,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			

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Employee Name		Muskan Tyagi	
Employee Code			
Joining Date			
Designation		Human Resource Associate	
Department			
Location			
PAN			
Salary Structure (After completion of Grooming Period)		Monthly	Annually
Basic Salary	Basic	₹12,491.67	₹1,49,900.00
Allowances	House Rent Allowance	₹6,245.83	₹75,950.00
	Conveyance Allowance	₹1,600.00	₹19,200.00
	Special Allowance	₹4,646.00	₹55,752.00
Retirals	Gratuity (4.81% of Basic)**	₹600.83	₹7,210.00
	Employer's PF Contribution***	₹1,499.00	₹17,988.00
CTC Package		₹27,083.33	₹3,25,000.00
** Gratuity amount as per the "Payment of Gratuity Act, 1972"			
***PF amount will be as defined by the government from time to time. In future if the government rules change the contribution will be adjusted in this compensation			
~Income Tax (TDS) will be deducted from current compensation as per the Income Tax Act, 1961			
Management has right to alter the structure if required by any compliance			
This communication is highly confidential between YOU and Synoriq R&D Pvt. Ltd.			



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EMPLOYEE ANNEXURE

This Employee Annexure executed onis with effect from the date of joining to the successful completion of the 6 months of probation thereafter.

BETWEEN:

M/s. Synoriq R&D Pvt. Ltd, a Company incorporated under the Companies Act. 2013, having its registered office at Unit no. S1, Plot 28, Ayuwan Singh Nagar Rd, Maharani Farm, Durgapura, Jaipur, Rajasthan 302020, hereinafter referred to as the COMPANY (which term shall unless repugnant to the context means and include its successors-in-interest and permitted assignees) of the ONE PART:

AND

Mr./Ms , Daughter/Son/Husband/Wife of Mr./Ms. , aged about years, with PAN CARD number , is currently working at Synoriq, Jaipur hereinafter referred to as the EMPLOYEE

The Employee, therefore, agrees that in the event of his / her leaving the Company before completion of the Six Months Period with the Company for any reason whatsoever, he/she shall be liable to pay to the Company compensation/damages calculated as follows and/or reimburse all costs and expenses incurred in recruitment, which is Rs. 15,000 and Rs. 8,000 as training cost. The EMPLOYEE is also liable to pay Rs. 300 per working day cost for the utilization of Synoriq's proprietary.

This letter outlines the basic terms of our offer, which remains subject to a agreement on the terms of the employment agreements referenced below. This offer is contingent on a candidature reference and background check done by us.

A handwritten signature in black ink, appearing to read 'Muskam', with a horizontal line drawn underneath it.

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Employment:

1. The COMPANY has made the offer of employment on the basis of the information, statements, and facts ('Information') as provided by you during the document submission.
2. The COMPANY reserves the right to terminate your services forthwith at the time of joining or at any point of time in future during your employment with the COMPANY if any of the information provided by you is found to be false or misleading or concealed (whether in part or whole) and/or in case of any criminal background on your part.
3. EMPLOYEE hereby agrees and expressly authorizes the COMPANY to conduct background verification to authenticate the information submitted by you and your criminal background, if any.
4. EMPLOYEE is bound to deliver 6 working days and 9 hours each day in a week. During working hours you shall satisfactorily perform all tasks assigned by the manager, to the expected performance standards. EMPLOYEE shall comply with the rules, regulations, and procedures as notified from time to time by the COMPANY in letter and spirit.
5. EMPLOYEE shall also entirely devote your time, attention and abilities to the business of the COMPANY.
6. COMPANY has established a variety of policies and standards that ensure a safe, enjoyable working environment.
7. During your employment with us, you agree to be bound by these policies and standards, and any future policies and standards that are reasonably introduced by the COMPANY. It is agreed that the introduction and administration of these policies are within the sole discretion of the COMPANY and that these policies do not form part of this Agreement.
8. It is agreed that if the COMPANY introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement. The agreement will stand until the EMPLOYEE leaves the Company.
9. EMPLOYEE shall be entitled to fall in all the rules and regulations imposed on the company by various schemes or acts by the State Government or Central Government from time to time. EMPLOYEE will receive complete details of all such acts as part of your new EMPLOYEE orientation, and enrollment will take place immediately or once you meet the eligibility criteria.
10. The COMPANY shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to COMPANY policy

Location:

1. The COMPANY may change the EMPLOYEE'S above mentioned post (or position) or location based on the COMPANY'S, operation or working requirements or according to the EMPLOYEE'S working capacities and performance, including but not limited to adjustments made to the job description or workplace, promotion, work transfer at the same level, or adjustments made to the employee's responsibilities without any change to EMPLOYEE'S post (or position) or compensation.

Conduct:

1. EMPLOYEE shall always, maintain exemplary conduct and decorum. EMPLOYEE shall uphold honesty and integrity in all your actions.

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2. EMPLOYEE shall honor and comply with all rules and regulations of the COMPANY and statutory requirements, in letter and spirit.
3. Any sort of verbal or physical harassment will not be promoted and strict legal action can be taken against the EMPLOYEE.

Probationary Period:

1. EMPLOYEE will be on a probation period of SIX months. At the end of the probation period, the company may confirm, extend or terminate the services, depending upon the EMPLOYEE's performance during the Probation Period and/or code of conduct.
2. No paid leaves will be allowed in the probation period
3. After successful completion of the probation period, 1.5 Paid Leaves in case of WFO (and 1 in case of WFH) will be added to your leave balance against each month.
4. If the training/ probation period of the EMPLOYEE completes on any day in the middle of the month then completion of the period or any increment (if promised) will be considered from the 1st of the next month.
5. If the EMPLOYEE takes any unpaid leaves (other than paid leave granted during probation period) then the duration of the period will be increased in the following way:

1- 15 days leave	The probation period will be increased by the same number of working days
15- 30 days	The probation period will be increased by 30 working days
More than 30 days	By default, the EMPLOYEE will be terminated but the profile will be reviewed case by case

Leaves:

1. EMPLOYEE will be entitled to 18 days (12 in case of WFH) of paid annual leave for each completed year of service, this privilege will be given once an EMPLOYEE completes the probation period. A maximum of 5 annual leave can be carried over to a future year, if unused in the current year. In addition, you will be entitled to 6 common national and festive holidays approved for the company.
2. EMPLOYEE will schedule festive leaves and annual leave in accordance with the Company's policies, procedures and standards in effect from time to time during the Employment Period.
3. Application for leave needs to be submitted to the HR and the concerned manager beforehand. All leave applications should be subject to due approval from your respective manager. Leaves that are not

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approved by the current manager will not be considered under paid leaves.

4. In case of uninformed leave, that is, if no prior information about the absence from work is provided to the concerned manager and HR then, it will be considered as NCNS (No Call No Show), which has its own implications.
5. There will be no leave encashment against the accumulated paid leave, no leaves are allowed in the notice period, even if paid leaves are accumulated during employment. The accumulated leaves will lapse.

Designation:

1. Designation till the next promotion will be Human Resource Associate.

Confidentiality:

1. During your employment, you shall not directly or indirectly engage in any conduct averse to the best interests of the Company. Also, you shall not divulge any confidential information or violate any agreement(s) with your prior employers or their clients. Data or information provided by any of the clients is meant to be confidential and is of supreme secrecy. Usage or sharing of this information with anyone can be marked as a criminal offense depending upon the severity.
2. EMPLOYEE shall maintain the utmost secrecy about confidential and proprietary information relating to the Company. This information includes and is not limited to trade secrets, technical processes, finances, and dealings with information relating to all the stakeholders. Project documents, commercial offer, design documents, Project costs and Estimation, Technology, Software package license, company's policies, company's pattern, and trademark and company's human assets profile, everything is of great importance and needs to be kept confidential.
3. Possible legal action can be taken in case of disclosing the company's information against interest, breach of confidentiality, during or after leaving the job.
4. Salaries are confidential and not to be disclosed to anyone. If an EMPLOYEE shares his salary with any other EMPLOYEE then it will add risk in the confidentiality clause of the company. Thus a strict action in terms of monetary deduction can be taken against the EMPLOYEE.

Intellectual Property:

1. That intellectual property created in the course of the EMPLOYEE's employment, or in relation to a certain field, is owned by Synoriq. The product or any project created by the EMPLOYEE is not subjected to be shared or used with any other agent, party or company without the formal consent (written on the company's letterhead) of Synoriq. This obligation needs to continue during the employment relationship, as well as after the employment relationship has ended.
2. The EMPLOYEE may in the course of the Engagement conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical

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documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored. The Company shall exclusively own all Proprietary Property which the EMPLOYEE conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trademark rights in or relating to the Proprietary Property.

Performance Appraisal:

1. The salary and compensation are subject to being reviewed and modified annually.
2. The bonuses and incentives (if any) will be provided as per the terms and conditions mentioned prior to the joining.
3. In case you resign within 3 months of your revised appraisal, your compensation will be the same as your previous compensation structure.
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Company requests, the employee will continue to perform his/her duties and may be paid his/her regular salary up to the date of termination.

2. Notwithstanding those described above or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect (without salary instead of notice), in the event of a breach of any of the points mentioned in the agreement.
3. In case of three NCNS (No Call No Show), the EMPLOYEE may be asked to leave the company on the immediate ground. In case of NCNS, the EMPLOYEE will not be provided with an experience letter, and salary slips. In this case, the Company reserves the right to claim that month of salary instead of the risk which the Company has incurred due to your action.

Severability:

1. If your duties or compensation should change during your employment with the Company, the validity of the agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
2. EMPLOYEE will be responsible for the safekeeping and return in good condition and order of all company property, which may be in your use, custody or charge. Lost or damage of any company property will cost the EMPLOYEE the original price of that property in cash.
3. The EMPLOYEE further agrees that irreparable harm will be suffered by the Company in the event of the EMPLOYEE's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the EMPLOYEE from engaging in or continuing any such breach hereof. Any claims asserted by the EMPLOYEE against the Company shall not constitute a defense in any injunction action, application or motion brought against the Employee by the Company.

A handwritten signature in black ink, appearing to read 'Muskam', with a horizontal line drawn underneath it.

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Ref No: HR/LOA/2021/EC-514

03.01.2022

Dear Anubrat Prakesh
N H 80, Talbanna, Sahebganj, Jharkhand-816109

With reference to your application and subsequent discussion you had with us, we have pleasure in associate with you as "Management Trainee" with TALENTPLOYER Pvt. Ltd. The detailed terms and conditions of your association with us are mentioned hereunder:

1. Duties and Responsibilities

Duties and responsibilities shall be as assigned to you by the Company from time to time.

2. Remuneration

Your compensation will be Rs. 12,000/- Fixed for 03 months. Your CTC will be revised after 3 Months as per Performance. (Laptop Allowance - 1000/-)

3. Shift, Working Hours, Attendance, Weekly off and Leaves

Normally company run into 9 Hours shifts including lunch/dinner/snacks break. However, you can be put into any other shift-timings as per the company's requirement and your shift timings can be changed as and when required to fulfill the company's requirement.

You are required to adhere the time schedule and be punctual about the office timing. Second & Fourth Saturday's are considered to be weekly off. However you shall work as required by the company from time to time without any extra payment. Your shift/working/duty hours, attendance and weekly off shall be regulated to suit the company's requirements from time to time. You may also be required to attend duties on holidays/weekly off days as per exigencies of work.

4. Duration of the agreement

This Agreement shall continue to be valid and effective from 03.01.2022, Monday till the same is terminated by either of the parties in Accordance with the provisions of the clause 6 of this Agreement.

5. Confidentiality

During the tenure of your appointment, you will have access to and will get acquainted with various trade secrets of our company. You agree that you shall not misuse, misappropriate, or disclose any of the trade secrets, directly or indirectly, or use them in any way, either during this employment relationship or at any time thereafter, except as required in the course of your relationship with us.

You acknowledge and agree that the names, address, telephone numbers and other information needed for communicating with the Employer's vendors, clientele, customers and other employees of Employer constitute trade secrets, and that the sale, unauthorized use or disclosure of any of Employer's trade secrets obtained by you during this employment relationship constitutes unfair competition. You are liable to be bound by the security and confidentiality agreement between TALENTPLOYER.



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TALENTPLOYER PRIVATE LIMITED

Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



Ref No: HR/LOA/2021/EC-519

03.01.2022

Dear Deepanshu Khandelwal

Dans and Company, Purani Anaj Mandi, Gangapur City, Sawai Madhopur, Rajasthan-322201

With reference to your application and subsequent discussion you had with us, we have pleasure in associate with you as "Management Trainee" with TALENTPLOYER Pvt. Ltd. The detailed terms and conditions of your association with us are mentioned hereunder:

1. Duties and Responsibilities

Duties and responsibilities shall be as assigned to you by the Company from time to time.

2. Remuneration

Your compensation will be Rs. 12,000/- Fixed for 03 months. Your CTC will be revised after 3 Months as per Performance.

3. Shift, Working Hours, Attendance, Weekly off and Leaves

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Deepanshu



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Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



6. Termination/ Notice Period

Notice Period Policy:

All employee falling under the given roles will have the following notice periods, if they wish to resign from the services:

- All the employees who are holding post of **Manager's/Assistant Manager/Team Leads** will be eligible to serve **90 days'** notice period.
- The employees who are holding post of **Sr. Executive/Sr. Recruiters** will be eligible to serve **60 days'** notice period.
- The employees who are holding post of **Executive/Recruiters** will be eligible to serve **30 days'** notice period.
- For the Management Trainee – 15 Days' notice period.

Termination:

Under any unforeseen circumstances, If Company finds any employee being involved in any kind of dishonest & unethical practices that may bring Malice to the reputation of Company or spoiling the Work Environment of the Floor, Company has the right to initiate the immediate termination of such employee without any notice. In such cases, Management's decision will be final with respect to the pay-out, which will not exceed over **1 month of basic Pay** (maximum) of the said employee, in-lieu of Notice period irrespective of the Designation/Role.

7. Work from Home (WFH) Policy

Company is aware of the fact that WFH will be the new normal as we are on a growing journey we will have to have a more aligned Policy to the current situation. Management has discussed on this and taken a thorough understanding of the same and has decided to revise the WFH policy as below. WFH policy is applicable only with prior approval from the Manager.

- Under WFH, all employees have to ensure that the work has to be done as per normal shift hours only, and minimum of 9 hours are to be completed.

For All Employees, who have successfully completed their Probation:

- Confirmed Employees, Under WFH policy, will be entitled to maximum of 1 WFH days in a calendar month, with 100% pay-out.

If any such employee takes more than 1 days as WFH in the Calendar month it will be LOP.

8. Compliance with Laws/ Rules

You will keep yourself fully acquainted with the various laws, orders, rules, regulations, directives, etc., and the modifications therein from time to time, affecting or concerning directly or indirectly the Company or its business and affairs, and in attending to the various duties assigned to you, from time to time you will see that the same are duly observed and complied with and that no infringement of any kind of any of the laws, orders, rules, regulations, directives and other legal requirements brought into force by the Government, as amended/ modified from time to time, takes place.

Deepanshu



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Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



9. Protection of Interest

Any work/ project/ assignment handled/ developed by you individually or in-group during your engagement with the company or thereafter will be the exclusive property of the **TALENTPLOYER** and you will not have any rights on it.

10. On Separation

On acceptance of the separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items. Any other asset of the company, furniture, vehicle, office equipment etc. will either be returned to company or retained on payment of such money as the company may decide.

11. Past Records

If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, in such case your services are liable to be terminated without any notice.

12. Service conditions/Employment rules

You will be governed by the rules and regulation and such other practices, systems, procedures and policies framed by the company from time to time. You will also be governed by the statutory laws enacted by the Local Authority/State or Central Government as applicable to you from time to time. You are advised to make yourself familiar with the company's rules and policies.

13. FNF is 30 DAYS from last working day after clearance from HR Department.

14. No Leave will be entitled in Training period -3 Months (Only for Management Trainees), All employee who are on CTC will be eligible for 1 Paid Leave per month & All Fixed Holidays applicable as per TALENTPLOYER Holiday Calendar. If you left job before completion of one month then you will not be entitled for salary.

We welcome you to **TALENTPLOYER Private Limited** and look forward to a long and mutually beneficial association.

If the above terms and conditions are acceptable to you, please return duplicate copy herof conveying your acceptance.

.....
Deepanshu

Signature Employee



Authorized Signatory

Sharmila Yadav
Manager-Human Resources
Date: 03.01.2022



Ref No: HR/LOA/2021/EC-509

03.01.2022

Dear Prajwal Gaur

A-43, Shri Govind Nagar, Nadi Ka Phatak, Murlipura, Jaipur, 302039

With reference to your application and subsequent discussion you had with us, we have pleasure in associate with you as "Management Trainee" with TALENTPLOYER Pvt. Ltd. The detailed terms and conditions of your association with us are mentioned hereunder:

1. Duties and Responsibilities

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Prajwal Gaur



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Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



6. Termination/ Notice Period

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You will keep yourself fully acquainted with the various laws, orders, rules, regulations, directives, etc., and the modifications therein from time to time, affecting or concerning directly or indirectly the Company or its business and affairs, and in attending to the various duties assigned to you, from time to time you will see that the same are duly observed and complied with and that no infringement of any kind of any of the laws, orders, rules, regulations, directives and other legal requirements brought into force by the Government, as amended/ modified from time to time, takes place.

Benjaval Gaur



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TALENTPLOYER PRIVATE LIMITED

Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



9. Protection of Interest

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10. On Separation

On acceptance of the separation notice, you will immediately give up to the company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and shall not make or retain any copies of these items. Any other asset of the company, furniture, vehicle, office equipment etc. will either be returned to company or retained on payment of such money as the company may decide.

11. Past Records

If any declaration given or furnished by you to the Company proves to be false or if you are found to have willfully suppressed any material information, in such case your services are liable to be terminated without any notice.

12. Service conditions/Employment rules

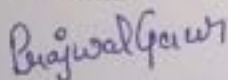
You will be governed by the rules and regulation and such other practices, systems, procedures and policies framed by the company from time to time. You will also be governed by the statutory laws enacted by the Local Authority/State or Central Government as applicable to you from time to time. You are advised to make yourself familiar with the company's rules and policies.

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14. No Leave will be entitled in Training period -3 Months (Only for Management Trainees). All employee who are on CTC will be eligible for 1 Paid Leave per month & All Fixed Holidays applicable as per TALENTPLOYER Holiday Calendar. If you left job before completion of one month then you will not be entitled for salary.

We welcome you to TALENTPLOYER Private Limited and look forward to a long and mutually beneficial association.

If the above terms and conditions are acceptable to you, please return duplicate copy hereof conveying your acceptance.

.....


Signature Employee



Authorized Signatory

Sharmila Yadav
Manager-Human Resources
Date: 03.01.2022



Ref No: HR/LOA/2022/EC-524

24.01.2022

Dear Sunny Kumar
A.P Colony Near Dev Mandir Goya, Bihar 823001

With reference to your application and subsequent discussion you had with us, we have pleasure in associate with you as "Management Trainee" with TALENTPLOYER Pvt. Ltd. The detailed terms and conditions of your association with us are mentioned hereunder:

1. Duties and Responsibilities

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2. Remuneration

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4. Duration of the agreement

This Agreement shall continue to be valid and effective from 24.01.2022, Monday till the same is terminated by either of the parties in Accordance with the provisions of the clause 6 of this Agreement.

5. Confidentiality

During the tenure of your appointment, you will have access to and will get acquainted with various trade secrets of our company. You agree that you shall not misuse, misappropriate, or disclose any of the trade secrets, directly or indirectly, or use them in any way, either during this employment relationship or at any time thereafter, except as required in the course of your relationship with us.

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TALENTPLOYER PRIVATE LIMITED

Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



6. Termination/ Notice Period

Notice Period Policy:

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TALENTPLOYER

Registered Office -
T - 4, 3rd Floor, Jagdamba Tower, Amrapali
Circle, Vaishali Nagar, Jaipur - 302021 (Ra.)
Contact - +91 - 9414049801
CIN : U72900RJ2014PTC045982

9. Protection of Interest

Any work/ project/ assignment handled/ developed by you individually or in-group during your engagement with the company or thereafter will be the exclusive property of the TALENTPLOYER and you will not have any rights on it.

10. On Separation

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We welcome you to TALENTPLOYER Private Limited and look forward to a long and mutually beneficial association.

If the above terms and conditions are acceptable to you, please return duplicate copy hereof conveying your acceptance.

.....

Signature Employee



Authorized Signatory

Sharmila Yadav
Manager-Human Resources
Date: 24.01.2022

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TALENTPLOYER PRIVATE LIMITED

Corporate Office - 529 / 530, 3rd Floor, Nemi Sagar Colony, Vaishali Nagar, Jaipur - 302021



TARUN GUPTA PHOTOGRAPHY

OFFER LETTER

Dear Jalaj Kalra,

We are pleased to offer you the position of Photographer/Cinematographer in our company. You will be working on various projects of the company on contract basis. The duration of your contract will be from 1st Nov 2021 to 28th Feb 2022. Your job responsibilities and compensation will be communicated with you upon your acceptance of Company terms & conditions.

For Tarun Gupta Photography

TARUN GUPTA

Dated : 22 October 2021

TARUN GUPTA PHOTOGRAPHY

Reg No. : SCA/2017/14/137519

201, Plot No. 259, Kailash Enclave, Giriraj Nagar, Iskcon Temple Road, Mansarovar, Jaipur - 302020, (Raj.)

Contact : +91-9983996485, email : speakingdragons@gmail.com | Url.: www.tarunguptaphotography.com

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and executed into at Mumbai on this 7th day of October 2022 and shall be deemed to be effective from 1st October 2022 ("**Effective Date**") by and between

MADIBA ENTERTAINMENT LLP , a limited liability partnership incorporated and registered under the provisions of the Limited Liability Partnership Act, 2008, having Identification number AAQ-5357, and PAN AXPB5385M having its registered office at 501 Supreme Stellar Corner of 15 th Road and Rama Krishna Mission Road, Opposite Starbuck, Khar (west), Mumbai- 400052, (hereinafter referred to as " Producer ") which expression shall, unless inconsistent with the context or meaning thereof be deemed to mean and include its legal heirs, executors, administrators, legal representatives, assigns) of the FIRST PART ;	Nishita Jain , an adult inhabitant residing at 44, Singhvi Sadan, Vinod Nagar, Beawar Rajasthan- 305901, and having PAN BSLPJ6415J (hereinafter referred to as " Service Provider ") which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include her legal heirs, executors, administrators and assigns) of the SECOND PART
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

The Producer and the Service Provider shall hereinafter be referred to individually as '**Party**' and collectively as the '**Parties**'

WHEREAS:

- A. The Producer is engaged inter alia in the business of production of cinematograph films.
- B. The Producer in the process of producing a web-series in Hindi language tentatively titled "**Dark Money**" (hereinafter referred to as "**Audio-Visual Content**").
- C. Pursuant to the discussions between the Parties hereto, the Service Provider is willing and has consented to render the Services (defined below) in Audio-Visual Content on the terms and conditions mentioned hereinafter.

NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

TERMS AND CONDITIONS

1. Engagement of Services:

- 1.1. The Service Provider shall render his Services in the capacity of "**Art Intern**" and fulfill all his obligations specified hereunder and as per Services enumerated in **Annexure 1** of this Agreement.
- 1.2. The Service Provider shall render his Services on an exclusive basis during the Term, including during the entire production schedule i.e. pre-production, principal photography and post-production of the Audio-Visual Content commencing tentatively from 1st October 2022 and continuing till 31st October 2022 with a grace period of 15 (fifteen) days i.e. until 15th November 2022, or as intimated by the Producer to the Service Provider. The Service Provider shall render Services as Producer may require and direct in connection with the Audio-Visual Content, at such time and places required and intimated by the Producer.
- 1.3. The Service Provider shall render such other services to Producer, usually required to be rendered or performed by a Service Provider in respect of a cinematographic film, as per industry standards and practice.
- 1.4. The Service Provider expressly acknowledges and agrees that the engagement of his services under this Agreement shall not in any way constitute or be deemed to constitute an obligation or an undertaking by Producer to produce the Audio-Visual Content, or utilize the Services or the proceeds thereof in the Audio-Visual Content. The rights granted to the Producer pursuant to the Agreement are irrevocable and without right of rescission by the Service Provider or reversion under any circumstances whatsoever.
- 1.5. The Service Provider agrees and acknowledges that all rights and the creative decision rights in relation to the Audio-Visual Content shall vest exclusively and irrevocably with the Producer at all times, during the

Term and shall continue to vest with the Producer exclusively after expiry / termination of this Agreement.

- 1.6. The Service Provider acknowledges and confirms that time is of essence in the rendering of Services and Service Provider shall strictly adhere to the schedule as communicated to the Service Provider by Producer and instructions given by Producer and the general terms and conditions of this Agreement.
- 1.7. In the event the Service Provider is required to travel outstation for the purposes of rendering Services, the Producer shall arrange for the transport and accommodation of the Service Provider as per the standard company policies of the Producer.
- 1.8. The Service Provider expressly represents and warrants that the Service Provider is fully aware and informed about the locations and/or territories where the Audio-Visual Content or parts thereof shall be filmed during the Term, and the conditions under which the Service Provider shall be required to render Services under this Agreement in respect of the Audio-Visual Content. The Service Provider has voluntarily and willingly undertaken to render the Services as per the terms of this Agreement towards the Audio-Visual Content, and fully understands the nature and implications thereof. Furthermore, the Service Provider hereby agrees and undertakes that notwithstanding the safety measures implemented by the Producer, the Service Provider shall extend due care and caution to ensure his own safety and security during the Term, and further acknowledges and agrees that the Producer shall not, at any point during the Term, be responsible and/or liable for any significant medical condition contracted by the Service Provider, or death and/or any injury caused to the Service Provider in course of rendering the Services during the Term, unless the same is caused to the Service Provider due to any negligence, act or omission on part of the Producer and/or is caused directly in relation rendition of the Services, then the Producer shall.

1.9. The Service Provider represents and warrants that the Service Provider shall not make use of the Works in any manner whatsoever, including but not limited to uploading the Works on the social media handles of the Service Provider, except with the prior written approval of the Service Provider.

1.10. The Producer has zero tolerance towards sexual harassment and shall promptly act upon any allegations of sexual harassment brought to their attention. Pursuant to Service Provider's engagement with Producer, Service Provider shall fully and strictly comply with the policies of Producer with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this Act on <http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace>.

1.11. This Agreement shall come into force upon the execution of the same and shall continue to be in force until completion of the Audio-Visual Content and full, final and complete performance of all Services, obligations, undertakings and warranties of the Service Provider under this Agreement ("**Term**"). It is however clarified that the Term for exploitation of the result of Services and rights in the Works shall be in perpetuity. The Territory of this Agreement shall be the entire universe ("**Territory**").

2. Consideration

2.1. Subject to the full, timely and complete performance of the Services, obligations, warranties and undertakings set forth in this Agreement and towards assignment of rights in the Works or the proceeds of the Services, Service Provider shall be paid an all-inclusive consideration of INR 20,000/- (Indian Rupees Twenty Thousand Only) plus applicable GST per month and subject to TDS ("**Consideration**"), which shall become payable within 30 (thirty) days of Service Provider raising a valid invoice. The Service Provider expressly agrees and acknowledges that the Consideration payable hereunder is an all-inclusive consideration including but not limited to costs pertaining to conveyance money, allowances, travel costs, overtime etc.

2.2. The Consideration shall be subject to tax deduction at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. All applicable taxes except GST shall be to the account of the Service Provider and the Producer shall not be liable to pay any amounts over and above the amount of Consideration as mentioned herein, which the Service Provider confirms to be adequate consideration.

2.3. The Service Provider agrees that the Consideration is adequate consideration towards the Services and the assignment of rights in the Works and proceeds of Services, and that the Service Provider shall not be entitled to any other expenses or reimbursements from Producer unless specifically agreed in writing by the Parties.

2.4. It is clarified that Producer shall pay applicable GST only on submission by the Service Provider of a GST Invoice with the Service Provider's GST registration number and all required details mentioned thereon (A self-attested scanned copy of the GST Registration number to be emailed too). It shall be the duty of the Service Provider to deposit the GST amount before the concerned statutory authorities, on time, every time. Producer shall however not be liable for any delay in this payment and/or for the consequences arising out of delayed payment or non-payment. It is further clarified that the

Service Provider shall alone be liable/ responsible, for payment of interest, penalty, etc., if it delays in making the deposit of any such tax or delays in filing the Tax Return.

3. Ownership of Rights

3.1. Service Provider hereby acknowledges and agrees that from the date of execution of this Agreement, any and all the work, results, products and proceeds arising out of and/or in connection with the Service Provider's Services for the purpose of this Agreement (collectively termed as "Works") shall at all times constitute and shall be deemed to be "Work-made-for-Hire"/ "Commissioned Work" developed solely for the Producer herein in accordance with the provisions of the Copyright Act, 1957 (as amended from time to time) and Producer will be the first and the exclusive owner of the copyright therein along with all other rights, including but not limited to the intellectual property rights, derivative rights and all other exploitation rights for perpetuity and shall ipso facto vest with the Producer, for perpetuity and worldwide exploitation by the Producer in all modes, medium and platforms of exploitation (as specified under Annexure 2) (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future. To the extent the assignment in any future mode or medium is not applicable, the Service Provider hereby grants a perpetual worldwide license towards such future modes in the Producer's favour. The Parties expressly agree that the provisions of Section 19(4), 19A read with 30A of the Copyright Act 1957 (as amended) shall not apply to this Agreement and the assignment herein shall not be contrary to the provisions of Section 19(8) of the Copyright Act, 1957. Without prejudice to the aforesaid, the Service Provider assigns all rights in the Work in favor of the Producer in perpetuity for worldwide territory. Further, The Service Provider hereby irrevocably and unconditionally waives his right to receive royalty or any other similar benefits to which the Service Provider may be entitled pursuant to any law in force or which may accrue to the Service Provider under a similar doctrine, principle or law for utilization / exploitation of the Services rendered by the Service Provider in any form.

3.2. The Service Provider acknowledges and agrees to do such acts and execute such documents necessary to perfect and preserve the Service Provider's and/or Producer rights (including its ownership in the copyright) in the Audio-Visual Content. In this regard, the Service Provider grants the Producer a power of attorney to do such acts and execute such documents necessary if the Service Provider fails to execute the requisite documents within 5 (five) business days.

4. Credits

Subject to the full, complete and timely performance of the Services by the Service Provider in accordance with the terms and conditions of this Agreement and the utilization thereof in the Audio-Visual Content, the Service Provider shall receive credits in the Audio-Visual Content, however all the decisions relating to manner, placement, font and size of the credit and the finalization thereof of the credit titles and the title scroll shall be the sole prerogative of the Producer.

5. Indemnity

The Service Provider shall, at her own expense, indemnify, save and hold harmless, Producer and its successors, licensees, assigns, agents, representatives and affiliates from and against any breach or material breach and against any and all claims, demands, causes of action, obligations, liabilities, losses, damages, legal costs, costs and expenses and keep the Producer indemnified against all losses arising out of non-performance/ breach of any of the terms, representations, warranties under this Agreement whether express or implied. To the fullest extent permitted by applicable law, the Service Provider hereby waives all claims against Producer for any indirect, incidental, punitive, remote and consequential losses/ claims/damages. The Clause shall survive the termination of this Agreement.

6. Termination

- 6.1. Producer may terminate this Agreement in the event the Service Provider fails to comply with or breaches any terms and conditions of this Agreement or at its sole discretion by giving a written notice of 3 (three) days to the Service Provider. Notwithstanding the abovementioned, the Producer shall be entitled to terminate the Agreement without assigning any reasons and giving a written notice of 15 (fifteen) days to the Service Provider.
- 6.2. In the event the Agreement is terminated due to any reason the Service Provider shall be entitled to receive pro-rata payment of the Consideration for the Services rendered until the date of the termination and as determined by Producer.
- 6.3. The termination of this Agreement shall not affect the Producer's ownership or enjoyment of the Intellectual Property Rights in and to the Audio-Visual Content, and all or any other rights granted to the Producer under this Agreement including all rights relating to the Audio-Visual Content and the proceeds of the Services provided by the Service Provider.
- 6.4. Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination of this Agreement.

7. Confidentiality

- 7.1. Service Provider hereby undertakes not to (and shall not cause or permit others to) disclose, reveal or make public except with the prior written consent of the Producer, any information whatsoever concerning the production of the Audio-Visual Content, and the Services to be rendered hereunder including any financial information relating to the Audio-Visual Content, the business of the Producer its parent, subsidiary or associated companies or

employees or customers, this Agreement, Works except with the prior written consent of the Producer. The Service Provider shall keep strictly secret and confidential the script, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the Audio-Visual Content, save and except for promotion of the Audio-Visual Content approved by the Producer. Further, the Service Provider shall not keep or take or publish any record written or otherwise relating to the Audio-Visual Content or any photographs of persons working on the Audio-Visual Content or of any matter or thing connected with the production of the Audio-Visual Content ("**Confidential Information**").

8. Jurisdiction and Governing Law

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of courts in Mumbai. It is clarified that no dispute arising under this Agreement shall be referred to any union for settlement.

9. Miscellaneous

- 9.1. **Force Majeure Event:** Neither Party shall be liable for any failure or delay in performance of any obligation under this Agreement; to the extent such failure or delay is due to a Force Majeure Event. If the Force Majeure Event shall occur and continue for a period of 30 (thirty) days or more, Producer shall have the right, in addition to all of its other rights and remedies hereunder, to terminate this Agreement forthwith without assigning any further reason by written notice to the Service Provider.
- 9.2. **Stamp Duty:** The Stamp Duty in respect of this Agreement shall be borne by the Producer.
- 9.3. **Remedies:** Notwithstanding any other provision of this Agreement, the Service Provider however agrees and acknowledges that his sole remedy for any breach by the Producer shall be an action at law for damages and further such damages are fully adequate to compensate it in the case of any such breach by the Producer hereunder. The Service Provider further agrees that it shall not seek or be entitled to rescission, injunctive or other equitable relief.
- 9.4. **Assignment:** Producer shall be entitled to assign or license any or all of its rights and/or benefits under this Agreement to any other party. Service Provider shall not be entitled to assign or license any or all of his rights and/or benefits under this Agreement to any other party.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed for and on behalf of Producer	Signed for and on behalf of Service Provider
 Authorized Signatory: Name: Title:	 Name: Nishita Jain Title:

Annexure 1

Services

The Service Provider agrees and confirms that the Service Provider shall render her Services for the said Audio-Visual Content. Without prejudice to the generality of the foregoing the Services to be rendered by the Service Provider shall, inter alia, include:

The Service Provider shall perform the Services as customarily provided by an “Art Intern” in media and entertainment industry and as required under this Agreement for the Producer to the utmost of her skill and ability in accordance with the Production Schedule or the revised schedules and/or on such additional dates as may be required by the Producer;

1. The Service Provider shall coordinate and correspond directly with producers, directors, cinematographers and production assistants while also maintain daily/regular contact with the other departments of the Producer’s company as well as vendors outside of the company.
2. The Service Provider shall assist the director of the Audio-Visual Content and shall provide exclusive services to Producer;
3. The Service Provider will work closely with the Production Designer, director, the director of photography and the Producer to conceptualize and execute the visual, graphics and creative elements of the Audio-Visual Content.
4. The Service Provider’s Services for the Audio-Visual Content shall comprise of all the services inter alia relating to conceptualizing, designing and creating the physical environment and look and feel which is necessary for the Audio-Visual Content.
5. The Services also includes designing, creating, developing and if necessary, repairing the sets of Audio-Visual Content. This would include but not be limited to supervising and executing the construction of sets and construction on location in accordance with the discussions with the director/ Producer.
6. The Service Provider shall ensure that the production designer’s vision, quality bar, design concept and directives are maintained and consistent through all design and conceptual work underway.
7. The Service Provider shall communicate information about new tools and techniques to other departments and artists.
8. The Service Provider further acknowledges that all decisions in respect of marketing, publicity, distribution of the Audio Visual Content, shall vest exclusively and irrevocably with the Producer at all times
9. The Service Provider shall:
 - a) collect the required reference materials;
 - b) create the final scale drawing for all approved sets and props;
 - c) create miniatures
 - d) Approve all sets and props;
 - e) Re-work on the designs and scales, if required
10. The Service Provider shall fully co-operate with the Producer and/or director, any person related to the Producer or the Audio Visual Content and other technicians for all purposes relating to the Services to be rendered for the said Audio Visual Content;
11. The Service Provider shall co-ordinate with such personnel’s as may be indicated by the Producer from time to time.
12. The Service Provider shall always be available to attend the meetings/discussions pertaining to the Services and/or the Audio Visual Content on such time and places as shall be intimated by Producer in writing (emails allowed).
13. The Service Provider shall travel (to and fro) between India and the various destinations where the Audio Visual Content has to be shot in accordance with the terms of this Agreement;
14. The Service Provider shall arrive at the shooting venue at the time intimated by the concerned and authorized personnel of the Producer. If the Service Provider respond late for the shoot or fail to perform any other responsibility as instructed by the Producer. The Producer shall have the right to deduct such losses from the Consideration.

15. The Service Provider shall obtain all necessary documentation such as passport, visas, work permits or other similar documents and membership of any trade union, labour or professional organization or guild and all other matters, if necessary, to enable the Producer to make use of the Services of the Service Provider.
16. The Service Provider is required to sign the attendance sheet on regular basis during in- time and out time on the attendance records maintained at the shooting location that shall be authorize solely by the auditors.
17. The Producer shall avail the Services of the Service Provider, to the maximum extent possible on the dates, time and the locations specified in the Production Schedule or the revised schedule(s) as the case may be; an
18. Any other services or obligations to be fulfilled in relation to the Audio Visual Content, as may be required and specified by the Producer or any of its authorised personnel under this Agreement.

Annexure – 2

MODES MEDIA AND FORMATS

“Modes, Media and Formats” of exploitation of Works shall include but shall not be limited to the following and for the Territory and in perpetuity, viz.:

- i) To use and incorporate Works in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, and audio in any formats.
- ii) Distributing/exploiting/exhibition of the Works (whether digital or analogue) via satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, LiFi, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit-switched or packet-switched. These shall include linear transmission/ re-transmission/unicast/ broadcast/streaming/download/cache etc. of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, SSL, XDSL, DBS, cable television, mobile technologies, internet other closed networks or open networks. streaming through internet/broadband/IPTV/WAP/iMode/other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.) on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay or premium pay & shall include Free TV, Pay TV, Premium Pay TV, offline viewing etc.
- iii) DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS, music cassettes, CDs, Blue Ray Discs, VCDs and DVDs, Discs, Diskettes, optical storage devices, other storage devices and/or any similar devices. Downloads, Streaming or other kinds of data packet transfer technology via the internet, LAN, WAN, Satellite or other means for Download to Rent and Download to hire platforms and On Demand through Streaming.
- iv) Television (including Smart TVs and other future variants), computing devices, handheld devices and/or wearable devices (mobile phones, tablets, notepads etc., exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, AirPlay, Miracast, WiDi, Chrome cast, DLNA Certified Devices, Digital TV, Optical Disc Burner or recorders or equivalent memory stick cartridges, Semi-Conductor chips in both standard and hi definition formats, Versatile Digital Discs, Optical Disc, Laser Disc, Video compact disc, Compact Disc, Disc players, Blue Ray, Personal computers, Set-top based games that are played in conjunction with a DVD, HD-DVD, HD, or any other mode of Video together with audio/songs (Audio/Video) and the visuals accompanying them in the Program (alone or in conjunction with audio/songs and visuals accompanying the audio and songs of other programs/film(s)), Interactive television, Interactive Media, Telephone, Electric wires, Wireless, Chip, Satellite, DTH, DSL, ADSL, VDSL, SSL, DBS, Free download, Pay downloads in part or full, Animation, games, Reel, VHS, Video Cyberspace, Video Internet, Mobile, Computer hard drives, RAM devices (e.g. “Flash” or “Memory Stick” cards), Personal digital assistants (“PDAs”), Personal entertainment devices (“PEDs”), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, mobile rights, call back tones, ring back tones, music soundtrack and publishing rights, all rights in relation to exploitation and distribution of the music rights including digital rights and publishing rights, merchandising rights.

Interactive multimedia, clips, Home Video Rental and Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, Embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to the public within aircraft, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights, all music/audio rights in connection with and/or in relation to the audio-visual material and/or musical work of the Program containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any optical storage devices or other kinds of digital or other kinds of storage devices. Conversion and/or production and/or transmission in any format

including but not limited to SD (standard definition), HD (High Definition), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats and/or such other technologies which are capable of presenting/connecting/exhibiting/transmitting/retransmitting/ an audio visual, visual and/or audio content through any kind of virtual reality, augmented reality, mixed reality and such similar or analogous technologies.

- v) Using any digital television broadcast standards including (i) Telecom including eMBMS Mobile Broadcast Multicast Service (e for evolved i.e. on LTE) (ii) Terrestrial including 1 seg (One Segment) - Mobile TV system on ISDB-T, ATSC-M/H (ATSC, Mobile/Handheld), DAB-IP (Digital Audio Broadcast), T-DMB (Terrestrial Digital Multimedia Broadcast), DMB-T/H, DVB-H (Digital Video Broadcasting - Handheld), DVB-T (Digital Video Broadcasting - Terrestrial), DVB-T2 DVB-T2 Lite, DVB-NGH, iMB (Integrated Mobile Broadcast, 3GPP MBMS), ISDB-Tmm (Integrated Services Digital Broadcasting - Terrestrial Mobile Multimedia) and MediaFLO (iii) Satellite including DVB-SH (Digital Video Broadcasting - Satellite for Handhelds), CMMB (China Mobile Multimedia Broadcasting) and S-DMB (Satellite Digital Multimedia Broadcast).
- vi) All modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof including but not limited to physical; mechanical; magnetic; analogue; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, 5G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; internet telephony; radio; television; biotechnological; nano-technological; nuclear; molecular, and (iii) as may be developed in future.



Offer: Computer Consultancy
Ref: TCSL/CT20213682979/Delhi
Date: 13/12/2021

Ms. Akshita Jain
Jain Apartment C Block Mahal Yogna,
Shri Kishanpura,
Jaipur-302022,
Rajasthan.
Tel# 91-9950204770

Dear Akshita Jain,

Sub: Letter of Offer

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

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

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

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

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

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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



completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



4. Personal Allowance

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

PERFORMANCE PAY

Monthly Performance Pay

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

Performance Bonus

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

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

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

CITY ALLOWANCE

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

RETENTION INCENTIVE

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

XPLORE/ LEARNING INCENTIVES

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



OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

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

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

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

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

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

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

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Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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

**Loans**

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

Professional Memberships

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

RETIRALS**Provident Fund**

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

Gratuity

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

TERMS AND CONDITIONS**1. Aggregate Percentage Requirements**

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

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

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

2. Pre requisites for Joining

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



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

3. Probation Period

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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

9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to



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

10. Work in SBWS mode

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

11. Overseas International Assignment Agreement

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

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

12. Terms and Conditions

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

13. TATA Code of Conduct

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



14. Notice Period

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

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

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

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

15. Retirement

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

16. Pre-employment Medical Certificate

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

17. Employment of Non Indian Citizens

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

18. Background Check

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



19. Submission of Documents

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

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

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

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)

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



- *Passport
- *NSR E-Card

20. TCS Xperience Program

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

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

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

21. Letter of Appointment

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

22. Rules and Regulations of the Company

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

23. Compliance to all clauses

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

24. Data Privacy Clause:

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



aspirations.

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

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

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

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

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

**Withdrawal of Offer**

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

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



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

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



GROSS SALARY SHEET

Annexure 1

Name	Akshita Jain
Designation	Systems Engineer
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy
Ref: TCSL/CT20203127950/Delhi
Date: 08/12/2021

Ms. Anisha Mathur
1-B-53, Zinc Colony, Hurda, Bhilwara, Rajasthan 1-B-53,
Navodaya Vidyalaya, Hurda,
Bhilwara-311022,
Rajasthan.
Tel# 91-7427804320

Dear Anisha Mathur,

Sub: Letter of Offer

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

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

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

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

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

TCS Confidential
TCSL/CT20203127950

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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



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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:



1. Basic Cover

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

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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



3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



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

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)

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

*Passport

*NSR E-Card

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



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

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

**Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



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

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



GROSS SALARY SHEET

Annexure 1

Name	Anisha Mathur
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

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

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

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

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

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

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

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



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Ref: TCSL/CT20213684618/1701208/Delhi

Date: 02 August 2022

MS. ANUBHUTI UDAI

K-125, Namrata Apartment, K125, Narayan Vihar,
Galaxy Apartment, JAIPUR,
RAJASTHAN-302020.

Sub: Joining Letter

Dear Ms. Anubhuti Udai,

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

We are pleased to inform you that your joining date at TCSL will be **18th August 2022**, your joining location is **New Delhi** and work location is **New Delhi**. This has been provided considering your preference and business requirements.

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

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



TCS Xperience Program

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

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

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

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

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

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



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

Gear up to experience the future!!

Warm regards,

Janardhan S
Global Head - Talent Development
TCS Human Resources



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



Offer: Computer Consultancy Ref: TCSL/DT20218332658/Delhi Date: 15/12/2021

Mr. Ashish Sharma
Badi Guwadi Main Market,
Govindgarh,
Jaipur-303712,
Rajasthan.
Tel# -

Dear Ashish Sharma, **Sub:**

Letter of Offer

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

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade **Y**. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

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

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

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

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

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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

TCS

Confidential 1



Acquisition & AIP

Encl: Annexure 1: Benefits and Gross Salary

Annexure 2: List of TCS Xplore Centres

Annexure 3: Confidentiality and IP Terms

We look forward to having you in our global team

Yours Sincerely,

**For TATA
Consultancy
Services Limited**

**Girish V.
Nandimath
Global Head Talent**



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

GROSS SALARY SHEET Annexure 1

Name	Ashish Sharma
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		

Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
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Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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

TCS
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TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

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

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

The Performance Pay is applicable upon successful completion of the TCS Xplore Program. * For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

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

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

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Offer: Computer Consultancy
Ref: TCSL/CT20203284017/Delhi
Date: 08/12/2021

Ms. Damini Mahour
H. No. 2Vijay Vihar Colony,
Shahganj,
Agra-282010,
Uttar Pradesh.
Tel# -

Dear Damini Mahour,

Sub: Letter of Offer

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

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

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

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

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

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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:



1. Basic Cover

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

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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



3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



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

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)

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

*Passport

*NSR E-Card

21. TCS Xperience Program

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

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

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

22. Letter of Appointment

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

23. Rules and Regulations of the Company

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



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

24. Compliance to all clauses

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

25. Data Privacy Clause:

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

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

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

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

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

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

**Withdrawal of Offer**

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

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

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



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

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



GROSS SALARY SHEET

Annexure 1

Name	Damini Mahour
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

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

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

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

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Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

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



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

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

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

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

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

(d) Customer and prospective customer lists, and

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



2. Associate's Obligations

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

3. Intellectual Property Rights

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



4. Prior knowledge

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

5. Use of third party material

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

6. Security policies and Guidelines.

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

7. Working in SBWS Framework:

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

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

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

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



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

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

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

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

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

8. Restriction on Associate's Rights

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

9. No License

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



10. Equitable Rights

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

11. General

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

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

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

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



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

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



Offer: Computer Consultancy
Ref: TCSL/CT20203108271/Delhi
Date: 10/12/2021

Mr. Devendra Kumar Suthar
19,
Maruti Nagar,
Bhinmal-343029,
Rajasthan.
Tel# -

Dear Devendra Kumar Suthar,

Sub: Letter of Offer

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

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

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

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

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

TCS Confidential
TCSL/CT20203108271

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

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

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



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

COMPENSATION AND BENEFITS

BASIC SALARY

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

BOUQUET OF BENEFITS (BoB)

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

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

1. House Rent Allowance (HRA)

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

2. Leave Travel Allowance

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

3. Food Card

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



PERFORMANCE PAY

Monthly Performance Pay

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

Quarterly Variable Allowance

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

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

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

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

CITY ALLOWANCE

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

XPLORE/ LEARNING INCENTIVES

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

OTHER BENEFITS

Health Insurance Scheme

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

HIS offers the following benefits:



1. Basic Cover

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

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

2. Higher Hospitalisation

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

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

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

Maternity Leave

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

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

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

Loans

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

Professional Memberships

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



RETIRALS

Provident Fund

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

Gratuity

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

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

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

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

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

2. Pre requisites for Joining

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



3. Training Period

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

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

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

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

4. Working Hours

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

5. Mobility

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

6. Compensation Structure / Salary components

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

7. Increments and Promotions

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

8. Alternative Occupation / Employment

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



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

9. Confidentiality Agreement

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

10. Service Agreement

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

11. Work in SBWS mode

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

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

12. Overseas International Assignment Agreement

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



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

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

13. Terms and Conditions

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

14. TATA Code of Conduct

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

15. Notice Period

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

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

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

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

16. Retirement

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

17. Pre-employment Medical Certificate

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



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

18. Employment of Non Indian Citizens

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

19. Background Check

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

20. Submission of Documents

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

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

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



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

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

The original documents will be returned to you after verification.

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

*PAN Card (Permanent Account Number)

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

*Passport

*NSR E-Card

21. TCS Xperience Program

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

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Devendra Kumar Suthar
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20213718114/Delhi
Date: 20/12/2021

Ms. Khyati Gupta
347Tara Nagar -A,
Jhotwara,
Jaipur-302012,
Rajasthan.
Tel# 91-8619803992

Dear Khyati Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the () Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹15,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹6,000/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹1,035/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB



amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board /University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

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Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/- towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to



serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit



and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the **nextstep portal** as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer



The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

TCS Confidential

TCSL/CT20213718114

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Khyati Gupta
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20213683981/Delhi
Date: 20/12/2021

Mr. Kshitij Maan
Ward No. 17 , Near Sdm Court , Neem Ka Thana Road , Khetri,
Near Sdm Court,
Khetri-333503,
Rajasthan.
Tel# -

Dear Kshitij Maan,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Kshitij Maan
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203112129/Delhi
Date: 08/12/2021

Mr. Mayank Khandelwal
Delhi Wala Chowk Delhi Wala Chowk,
Lohut Bazaar,
Hathras-204101,
Uttar Pradesh.
Tel# -

Dear Mayank Khandelwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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TCSL/CT20203112129

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR **15,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.



OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

TCS Confidential

TCSL/CT20203112129

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com

**Loans**

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS**Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS**1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a



comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to



maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL



14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of probation/service without notice.



19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)



- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career



aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Mayank Khandelwal
Designation	Systems Engineer
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20213687560/Delhi
Date: 20/12/2021

Mr. Mohit Singh
P-18/16, Miliatry Station,
Jothwara,
Jaipur-302012,
Rajasthan.
Tel# -

Dear Mohit Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20213687560

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Mohit Singh
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Edit



Offer: Computer Consultancy
Ref: TCSL/DT20218263779/Delhi
Date: 12/12/2021

Mr. Neeraj Kumar Sharma
Plot No 1 Maa Vaishno Nagar Near Rangoli Garden 80 Feet Gandhi Path Road,
Vaishali Nagar,
Jaipur-302021,
Rajasthan,
Tel# 91-8112260915

Dear Neeraj Kumar Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/DT20218263779

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office: Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS



Tools



Mobile View



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Offer: Computer Consultancy
Ref: TCSL/CT20213694426/Delhi
Date: 08/12/2021

Ms. Preeti Singhal
Laxminan, Bajrang Nagar Behind Amarkunj, Ajmer Road, Beawar!Bajrang Nagar,
Behind Amarkunj,
Beawar-305901,
Rajasthan.
Tel# 91-7568272151

Dear Preeti Singhal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be assigned a role in the **Infrastructure Services (IS)** Unit, which is subject to change as per the business requirements of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20213694426

1

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Preeti Singhal
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203112867/Delhi
Date: 13/12/2021

Mr. Rajat Kumar
Madhu Vihar, Turkiawas Road, RewariMadhu Vihar,
Kunal Studio, Madhu Vihar, Rewari,
Rewari-123401,
Haryana.
Tel# -

Dear Rajat Kumar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



GROSS SALARY SHEET

Annexure 1

Name	Rajat Kumar
Designation	Systems Engineer
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264



Offer: Computer Consultancy
Ref: TCSL/CT20203129012/Delhi
Date: 14/12/2021

Ms. Ritika Thakur
F-144, Old Minal Residency, Jk Road Phase 6,
Near Mogli Park,
Bhopal-462023,
Madhya Pradesh.
Tel# 91-8770120290

Dear Ritika Thakur,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR **15,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.



OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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**Loans**

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS**Provident Fund**

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS**1. Aggregate Percentage Requirements**

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a



comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to



maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL



14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of probation/service without notice.



19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)



- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career



aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Ritika Thakur
Designation	Systems Engineer
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
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Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

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Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20213684577/Delhi
Date: 09/12/2021

Mr. Rohit Swarnkar
A-453,
Sanganer Colony,
Bhilwara-311001,
Rajasthan.
Tel# 91-6375183052

Dear Rohit Swarnkar,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,53,578/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹15,000/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹6,000/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Personal Allowance

You will be eligible for a monthly personal allowance of ₹1,035/- per month. This component is subject to review and may change as per TCSL's compensation policy.

4. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB



amount between the components as per your tax plan, once you join TCSL.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

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TATA CONSULTANCY SERVICES

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

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Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board /University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment,



business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/- towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.



This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.



19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the **nextstep portal** as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
 - Aadhaar Card
 - Standard X and XII/Diploma mark sheets & Certificate
 - Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
 - Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
 - Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
 - Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
 - Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
 - Passport / Acknowledgement letter of passport application
 - Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
 - 4 passport sized photographs
 - Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
 - An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
 - If you were employed, a formal Relieving letter & Experience letter from your previous employer
- The original documents will be returned to you after verification.



In addition to the above original documents, Please carry Xerox copies of the below documents

- *PAN Card (Permanent Account Number)
- *Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)
- *Passport
- *NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

TCS Confidential

TCSL/CT20213684577

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Rohit Swarnkar
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	8,785	1,05,420
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
TOTAL GROSS	28,807	3,53,578
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	6,000	72,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	1,035	12,420
GROSS BOUQUET OF BENEFITS	8,785	1,05,420



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park, IT/ITES SEZ, Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100, Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue: -Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ), PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45, Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309, UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House, G.S. Road, Dispur, Guwahati - 781006, Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12, New Town, Rajarhat, Kolkata - 700160, West Bengal OR Auditorium, 2nd Floor, Wanderers Building, Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark, Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057, Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus, Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20203128389/Delhi
Date: 08/12/2021

Ms. Shivangi Sharma
C-30Metal Colony,
Ambabari,
Jaipur-302023,
Rajasthan.
Tel# -

Dear Shivangi Sharma,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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TCSL/CT20203128389

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

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Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of **₹14,784/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly



Offer: Computer Consultancy
Ref: TCSL/CT20203111671/Delhi
Date: 08/12/2021

Mr. Siddharth Singh
314a ,Village Bhainsi Khatauli314a,Village Bhainsi,
Shivmandir,
Khatauli-251201,
Uttar Pradesh.
Tel# -

Dear Siddharth Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Siddharth Singh
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Internship Offer Letter

Ref: TCSL/AIP 2021-22/Winter/CT20213688771

Date: 4-Mar-2022

**Singh Prakashkumar
JECRC University
prakash8128154996@gmail.com**

Dear Singh Prakashkumar ,

Sub: Internship Offer

We are pleased to offer you internship in Tata Consultancy Services (TCS) with the following terms and conditions:

1. The tentative start date is 21-Mar-2022 and end date is 08-Aug-2022. These dates can be changed in discussion with the Project Guide
2. You will be assigned a Project Guide under whose supervision you will work on the project assigned to you.
3. You shall complete your project in accordance with the requirements and guidance of the TCS Project Guide, and maintain qualitative standards as required. You will maintain the discipline, dignity, honor and goodwill of TCS.
4. The arrangement is not that of an employer and an employee and as such you shall not be eligible to any allowances or other benefits as may be available to the employees of TCS.
5. You will observe the rules & regulations and discipline of TCS, and also maintain complete confidentiality and secrecy of the matters pertaining to TCS and/or any data that has been provided to you in the course of your project work. The detailed terms of Confidentiality, Data and Intellectual Property Protection are enclosed as Annexure A. You will be permitted to attend any classes in the college / university at the discretion of the Project Guide if so called for during the period of your project assignment.
6. On completion of your internship you will be required to submit a copy of your project report, which will be the sole property of TCS.
7. You shall not undertake any internship in parallel with this internship
8. In the event of any misconduct or breach of terms of this internship on the part of the Intern during the internship period, TCS reserves the right to terminate internship without any notice.
9. This offer of Internship will be governed as per the Laws of India.

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane (West) 400 601 India

Tel +91 22 6778 2000/2222 Fax +91 40 6778 2190 website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021



You are required to sign and return a copy of this Internship Offer letter and the Annexure towards your acceptance of the terms and conditions stated therein.

For Tata Consultancy Services

A blue ink signature of Chandra Koduru.

Chandra Koduru

Head, Academic Interface Programme

Accepted,

Name of the Intern: Singh Prakashkumar

Date:

TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

Yantra Park, Opp. Voltas HRD Trg. Center, Subhash Nagar, Pokhran Road No. 2, Thane (West) 400 601 India

Tel +91 22 6778 2000/2222 Fax +91 40 6778 2190 website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021



Annexure A

Confidentiality, Data and Intellectual Property Protection

1. Confidential Information

“Confidential Information” shall mean any and all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Intern and shall include the following:

- a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Intern in the course of or in connection with or arising out of the Intern’s association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,
- b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).
- c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,
- d) Customer and prospective customer lists, and
- e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Intern in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Intern.

2. Intern’s Obligations

Intern agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Intern agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly any Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person

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having a valid contract with TCS. Upon termination of employment, the Intern agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Intern agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Intern shall have no right title or claim of any nature whatsoever in the Confidential Information. Intern shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Intern hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Intern may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Intern shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filling or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Intern shall co-ordinate in filing and / or prosecuting any such applications. Intern hereby expressly waives any “artist’s rights” or “moral rights”, which Intern might otherwise have in such intellectual property rights.

4. Prior knowledge

Intern acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS’s business. Intern further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

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5. Use of Third-Party material

Intern expressly agrees that he or she shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS;

- a) Use any Third-Party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.
- b) Participate in any activity for creation (including conception, design, development, testing, implementation, support or marketing) of any Intellectual Property for or on behalf of TCS or its affiliates if he or she has been exposed, directly or indirectly, to any Third Party IP which is in the same subject area (such as research area, technology or application area) as, or which is same or similar to, the Intellectual Property or any portion thereof, to be so created, unless;
 - i. Intern has expressly declared to TCS in a prescribed form whether such exposure was owing to publicly available information or under and subject to any agreement; AND
 - ii. TCS has expressly confirmed to the Intern that TCS has proper authorization or license or approval of the respective owner of such Third-Party IP to use the same in Intellectual Property or portion thereof to be created and authorized in writing Intern's participation in such activity.
- c) Knowingly access, make reference to or use any Third Party IP (except as permitted under Section 5(a), directly or indirectly, during the period of association with the creation (conception, design, development, testing, implementation, support or marketing) of TCS Intellectual Property or portion thereof, which is in the same subject area of TCS Intellectual Property or which is same or similar to such TCS Intellectual Property or portion thereof being created. In case, Intern access or is exposed to any such Third-Party IP during such association, Intern shall promptly bring it to the notice of TCS IP asset owner or TCS project manager in writing and immediately cease to participate in any such activity.

6. Security policies and Guidelines

- 6.1 Intern agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Information Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.
- 6.2 Intern acknowledge and agree that in the course of, and as a result of his/her engagement with TCS, Intern will have access to, obtain or come across personal

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data or information of other TCS Associates or Clients, including without limitation, sensitive personal data or information (collectively “Personal Data and Information”) within the meaning of the applicable Indian Law and Rules or any other applicable Law, directive or regulation anywhere in the world. In respect of any such Personal Data and Information accessed, obtained, acquired or processed by Intern for and on behalf of TCS, its affiliates or Clients, Intern undertake that he/she will:

- a) Process the Personal Data and Information only on behalf of TCS, its Affiliates or Clients, as the case may be, and only on and in accordance with instructions received from the data controller from time to time;
- b) Abide by such technical and organizational measures necessary to prevent the accidental or unlawful destruction or accidental loss, alteration, un-authorized disclosure or access to the Personal Data and Information;
- c) Promptly (and in any event within 24 hours of awareness) bring to notice of TCS or its Affiliates, as the case may be, of any actual or suspected incident of unauthorized or accidental disclosure of, or access to, the Personal Data and Information or other breach of this section (a “Security Breach”);
- d) Promptly provide TCS with all information in Intern’s notice, possession or control concerning any Security Breach and not make any public announcement regarding a Security Breach without TCS’ prior written consent;
- e) Not do, or omit to do, anything, which would cause TCS or any of its employees, officers or agents to be in breach of its obligations under any privacy or data protection policy, regulation or legislation;
- f) Upon expiry or termination of Intern’s engagement with TCS, return all copies of the Personal Data and Information to TCS in Intern’s possession or control; and
- g) Promptly bring to TCS’ notice of any request received from a data subject to have access to his/her Personal Data and Information or of any other communication relating to the access, use or processing of any Personal Data and Information (including any notice from the regulatory body) and fully co-operate and assist TCS in relation to any such request or communication.

6.3 Intern expressly consent that TCS and/or its affiliates may collect, use, transfer, retain or otherwise process Intern’s Personal Data and Information in connection with his/her engagement with TCS, in accordance with the then / current TCS policies and procedures and applicable privacy and data protection legislation. TCS may use Third-Party services or sub-contractors to collect or otherwise process Intern’s Personal Data and Information for which TCS shall remain responsible for

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such Third-Party services provider or sub-contractor's compliance with TCS' obligations hereunder.

7. Working in SBWS™ Framework

Intern may be required to work in TCS or its Client's premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy. Intern understands that working in this hybrid environment may have higher confidentiality and information security risks. Intern acknowledges that when working remotely the Intern:

- a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.
- b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.
- c) will bring to the notice of HR of the Unit to any circumstances that prevent Intern from working in a manner consistent with TCS data privacy and security policies/protocols.
- d) will inform the HR of the Unit if the Intern shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision;
- e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.
- f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).
- g) will not allow anybody to share the official asset being used
- h) where allowed to use personal workstation/laptop or similar computing device (together called "personal asset") to connect to TCS network/customer network, Intern will ensure that he/she fully complies with obligations under this Confidentiality, IP Protection / Non-Disclosure Agreement and adheres to the security best practices that is generally followed and ensure that Intern's access to TCS / TCS Client systems is in line with the approved model. The Intern further agrees that by seeking permission to use a personal asset, the Intern implicitly authorizes the Company to have unhindered access to run scans / forensics, should there be justified reasons to do so.

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8. Restriction on Intern's Rights

Intern agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Intern agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Intern of the Confidential Information.

10. Equitable Rights

Intern acknowledges that any Confidential Information that comes into the possession and / or knowledge of Intern is of a unique, highly confidential and proprietary nature. It is further acknowledged by Intern that the disclosure, distribution, dissemination and / or release by Intern of the Confidential Information without the prior written consent of TCS or any breach of the Confidentiality Clause by Intern will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

- a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.
- b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any modifications or re-enactment thereof. Intern confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the

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above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

- c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.
- d) This Confidentiality clause along with other documents executed by Intern or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.
- e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.
- f) The obligations of Intern in terms of this Confidentiality clause shall continue during the term of or in the course of the internship of the Intern with TCS and shall continue thereafter in perpetuity.

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Offer: Computer Consultancy
Ref: TCSL/CT20213685245/Delhi
Date: 15/12/2021

Mr. Tarun Hiwal
249, Shivnagar-A, Kalwad Road Bypass,
Jhotwara,
Jaipur-302012,
Rajasthan.
Tel# -

Dear Tarun Hiwal,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process for 'TCS Digital' and we are pleased to make you an offer of employment.

You have been selected for the position of **Systems Engineer** in Grade **C1**. You will be assigned a challenging role in any Business Unit as per the business requirements of TCSL.

Your gross salary including all benefits and Retention Incentive will be INR **7,00,022/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms & Conditions). You will also be issued a letter of appointment at the time of your joining after

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TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of INR **15,000/-** per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be INR **7,500/-** per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of INR **500/-** being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



4. Personal Allowance

You will be eligible for a monthly personal allowance of INR **17,272/-** per month. This component is subject to review and may change as per TCSL's compensation policy.

PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of INR **4,300/-**. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Performance Bonus

Your Performance Bonus will be INR **3,100/-** per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Performance Bonus is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Performance Bonus.

This payment shall be treated as productivity bonus in lieu of statutory profit bonus.

CITY ALLOWANCE

You will be eligible for a City Allowance of INR **400/-** per month. This allowance is fully taxable, is specific to India and linked to your base branch. It is subject to review and will be discontinued while on international assignments.

RETENTION INCENTIVE

You are eligible for Retention Incentive of INR **70,000/-** payable to you on an annual basis. This component is in appreciation of continuity of your service in TCSL and will be paid on completion of each year from the introduction of this incentive for a period of 3 years. The Company reserves the right to modify the same in line with the TCS Compensation Policy.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.



OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependents under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:

1. Basic Cover

- i. Entitlement - Includes domiciliary expenses up to INR **6,000/-** per insured person per annum and basic hospitalization expenses up to INR **2,00,000/-** per insured person per annum.
- ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

- i. Entitlement - You and your enrolled dependants will be entitled for INR **12,00,000/-** as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.
- ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of INR **250/-** will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

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Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs if any during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a



comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

3. Probation Period

You will be on probation for three months. Your confirmation will be communicated to you in writing. TCSL reserves the right to terminate your employment without any notice or payment in lieu thereof in case your performance, behaviour and/or conduct during the probation period is found unsatisfactory or the Back Ground Check turns out negative.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you to any of its offices, work sites, or associated or Affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your probation or during the period of your employment as a confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this offer as an employee with TCS you are required to



maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This confidentiality Clause shall survive the termination or earlier determination of your appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

11. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related documents pertaining to the international assignment for which you are being placed. In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training. This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better.

12. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

13. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL



14. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

15. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

16. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

17. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

18. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of probation/service without notice.



19. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Srilankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)
- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :
 - *There is no criminal offence registered/pending against you
 - *There is no disciplinary case pending against you in the university
- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)



- *Passport
- *NSR E-Card

20. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

21. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

22. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from time to time.

23. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

24. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career



aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 3 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn. Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL. We look forward to having you in our global team.

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Tarun Hiwal
Designation	Systems Engineer
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	15,000	1,80,000
Bouquet Of Benefits #	26,522	3,18,264
2) Performance Pay		
Monthly Performance Pay	4,300	51,600
Performance Bonus*	3,100	37,200
3) City Allowance	400	4,800
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,800	21,600
Gratuity	721	8,658
Total of Annual Components & Retirals	2,522	38,158
Retention Incentive	NA	70,000
TOTAL GROSS	51,844	7,00,022
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	7,500	90,000
Leave Travel Assistance	1,250	15,000
Food Card	500	6,000
Personal Allowance	17,272	2,07,264
GROSS BOUQUET OF BENEFITS	26,522	3,18,264



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.



Offer: Computer Consultancy
Ref: TCSL/CT20213681371/Delhi
Date: 08/12/2021

Mr. Yash Gupta
Akbarpur Near Bus Stop Akbarpur,
Yash General Store,
Alwar-301001,
Rajasthan.
Tel# 91-9783937462

Dear Yash Gupta,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

TCS Confidential
TCSL/CT20213681371

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TATA CONSULTANCY SERVICES

Tata Consultancy Services Limited

5th Floor, PTI Building, 4, Parliament Street, New Delhi 110 001 India

Tel: 91 11 6650 6555 Fax: 91 11 2331 1735 Website: www.tcs.com

Registered Office Nirmal Building, 9th Floor, Nariman Point, Mumbai 400 021

TCS Careers Serviceline: 1800 209 3111 Email: careers@tcs.com



Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.



PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.



RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.



3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a



confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by



TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)



- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.

**Withdrawal of Offer**

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Yash Gupta
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752



Annexure 2

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Galaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFi House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Annexure 3

Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.



(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

OFFER LETTER



TechieNest Pvt. Ltd.

Dear Tanisha Jain,

Congratulations!

We are pleased to inform you that you have been selected in the Techienest pvt. Ltd.

As a Digital Marketing Intern

Your internship expected start date is 10th Jan 2022 and the span of this internship will be 6 Months.

Designation : Digital Marketing Intern

Wishing you a Successful Career..!!



Kind regards,

Saurabh Bhardwaj
Chief Executive Officer

Corporate Office: Plot No. 262, Muktanand Nagar, Gopalpura Road, Jaipur, Rajasthan 302018

Date: June 21, 2022

Emp Temp Code: 1421516379

Avi Jain

Nyu Colony Bundi Bundi,
Rajasthan - 323001, India

Contact No: +917426871736

Letter of Appointment

Dear Avi,

With reference to your application dated 21 Jun 2022 and subsequent interview in that regard, we are pleased to make an offer of appointment to work as **Executive - Talent Acquisition** on a fixed term basis w.e.f. June 21, 2022 under the following terms and conditions of employment:

1. That your designation will be **Executive - Talent Acquisition** and you will be paid a consolidated salary of **Rs. 21,000 (Twenty One Thousand Rupees)** per month inclusive of all allowances and statutory benefits etc.
2. That you are hereby appointed for a fixed period of **195 Days** being the period of requirement and your services shall be automatically come to an end on **02 Jan 2023** by efflux of time. However, in case the requirement is extended, your services may continue till the determination of the requirement and in that situation your contract of service may also be renewed/ extended.
3. The Company's business operates on a **24x7** basis and you may therefore be required to work in shifts including periodic night shifts. Work exigencies and your profile may require you to extend your work-hrings in accordance with the Working Hour & Attendance Policy. By accepting and signing this letter you affirm your willingness to abide by this requirement.
4. Your employment is conditional upon your successful clear of the training and assessment as required. In the event of your in-ability to clear the training, the Company may relieve you of your duties with immediate effect without Notice Period or without payment in lieu of Notice Period.
5. That, after successful completion of training and confirmation of employment, if the employer wants to discontinue the services of the employee before this expiry of term of this contract, then the employer will give either thirty (30) days notice or pay in lieu thereof.
6. That if the employee during the fixed term of contract or otherwise wants to exit then he/she will provide the thirty (30) days notice to the employer.
7. That at the expiry of fixed term as mentioned in here & above, if the requirement seems to exist, however if the employer wants to discontinue the services of the employee before this extend period of requirement, then the employer will give either thirty (30) days notice or pay in lieu thereof.



8. That you should be regular in your attendance and if you remain absent from duty continuously for 7 days or overstay the sanctioned leave for 7 days, you will be deemed to have abandoned the services voluntarily and your services shall be liable to be terminated without any notice.
9. That you may proceed on leave after prior information/permission of your superiors.
10. That you have to furnish any change in your address in writing and in case you do not furnish the same, you shall be liable for any adverse consequence thereof.
11. That your services are liable to be transferred to any other departments / division / office of the Company. Notwithstanding, your appointment in this Company, your services may be assigned at the discretion to any other company of the group. You may also be assigned such other duties as may become necessary at the discretion of the management in any branch or office of the company and/or its subsidiaries or associate companies.
12. That in the event of your becoming unfit for performance of your normal duties, you shall be liable to be discharge from the services without any notice.

9. That you may proceed on leave after prior information/permission of your superiors.

10. That you have to furnish any change in your address in writing and in case you do not furnish the same, you shall be liable for any adverse consequence there of.

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Share

discharge from the services without any notice.

11. That you shall have to carry out your duties as assigned to you diligently as directed by the management and your superiors from time to time otherwise your duties shall be liable to be terminated without assigning any reason thereof.

14. That you will maintain cordial atmosphere in the company and will not be rude or uncivil to your colleagues and superiors.

15. You will be governed by the rules/service regulations of the Company as applicable from time to time and you shall abide the same. However, it is clarified that the company expected you to act responsibly and in the best interest of the company at all times and on the contrary, your services are liable to be terminated without any notice.

16. You are required to maintain the highest order of discipline and secrecy as regards the work of the company and/or its subsidiaries or associate companies and in case of any breach of trust/discipline, your services may be terminated by the Company with immediate effect.

17. That you will not work anywhere else directly or indirectly part time or full time, honorary or otherwise while in employment with us.

18. You are required to devote the whole of your attention and abilities exclusively for the business of the company and shall in all respects obey and conform to the regulations from time to time framed and by the company and applicable to you.

19. You shall present yourself at work at the time fixed and notified and if you arrive late, the disciplinary action may be initiated as per the applicable policy.

20. That for all other matters not herein specified the applicable Company Policies shall apply.

21. That this offer of employment is being given to you with the presumption that you are medically fit for the job and you may have to get a medical fitness certificate in this regard from a registered medical practitioner prescribed by the management, if deemed necessary and in case you are not found fit for the job your services would be liable to be discharged without any notice.



22. This offer of employment is based on the information furnished in your application for employment. If, at any time, it comes to light that any of this information is incorrect or any relevant information has been concealed then your employment is liable to be discharged without any notice.

You are required to sign the duplicate copy of this letter as a token of your acceptance and return the same for our records.

For CRM Services India Private Limited,

Preeti Amit Shirska

Senior Vice President - Talent Acquisition

Emp Temp Code : 1421514379 **Annexure J**
Compensation Details

Employee Name:	Amit Jain
Designation:	Executive - Talent Acquisition
Grade:	Executive - Talent Acquisition (Grade II)
Date Of Joining:	June 21, 2022
City:	Jalpur
Pay Components	Amount in Indian (INR)
Basic Pay	10,744.00
Housing Rent Allowance (HRA)	₹ 6,446.00
Transport Allowance	0.00
Flexible Benefit Plan	0.00
Statutory Bonus ¹	1,400.00
Gross Fixed Salary (1)	18,590.00
Provident Fund (Employee) (2)	1,289.00
ESIC (Employee) (3)	139.00
Net Take Home (1-2-3)	17,162.00
Provident Fund (Employer) (4)	1,289.00
ESIC (Employer) (5)	604.00
Gratuity ² (6)	517.00
Total Fixed Cost (1+4+5+6)	21,000.00
Annual Fixed CTC	252,000.00
Annual Performance Pay ³	0% of Annual Fixed CTC
Annual Performance Linked Incentive (PLI)	24,000.00
For CRM Services India Private Limited,  Preeti Amit Shirke Senior Vice President - Talent Acquisition	
¹ Gratuity shall be payable as per "The Payment of Gratuity Act" ² Performance Pay will be payable subject to assessed performance achievement level, the payout criteria and the frequency, as per the "Performance Pay policy/ note" ³ Statutory Bonus is paid monthly as per "The Payment of Bonus Act"	

- All Reimbursements will be paid as per prevailing Income Tax rules and company policies in effect.
- The above compensation will be subject to Income Tax regulations in force from time to time.
- The above compensation is subject to deduction towards Medi-claim Insurance, transport, if/as applicable and any other statutory deduction/contribution including Professional Tax, labour
- Any incentive payable, as part of the compensation structure or otherwise, shall have a "Minimum Attendance Threshold/Performance" as qualifying criteria for such payout.

Date: October 19, 2022

Emp Temp Code: 1421520356

Rajpal Singh Rathore

89, Rampura Nand Leswa Via Govindgarh Ajmer - 305201,
Rajasthan, India

Contact No: +916378588316

Letter of Appointment

Dear Rajpal,

With reference to the interviews you have had with us in the recent past, we are pleased to make you an Offer of Employment in our Company. Your Grade will be **Grade I** and you will be designated as **Technical Support Executive**. You are required to report for duties on **October 19, 2022 ("Joining Date")** at **9:30 AM** or as per the agreed time during work hours.

Your employment will be as per the following terms and conditions:

1. Your remuneration is detailed in the enclosed **Annexure I**. All tax liabilities arising out of your entire compensation package, present or future, shall be borne by you.
2. Your duties and responsibilities will be as assigned by your immediate manager or other superior officer of the Company and the same will also include the jobs assigned by the Management from time to time.
3. The Company's business operates on a **24x7** basis and you may therefore be required to work in shifts including periodic night shifts. The work exigencies and the role may require you to extend your work-timings in accordance with the *Working Hour & Attendance Policy*. By accepting and signing this letter you affirm your willingness to abide by this requirement.
4. While your initial place of posting will be at an agreed place/Company's Office/Site at **Jaipur**, you are liable to be transferred to any department/office anywhere in India/Overseas, or a company/entity formed by the promoters or transferred/assigned responsibility in any associate company or be recalled to your original location. Accordingly, your working hours/shift timings could be changed periodically depending on the work/process requirements. All such transfers shall be governed by the *Transfer Policy* of the company. In the event of you being deputed overseas for training and operations you will be required to and shall sign all required documentation as per the rules, regulation and policies of the Company.
5. Your appointment will be on probation for a period of **six months** from the date of your joining the Company or for an extended period of time ("**Probation Period**") if found necessary. Your employment with the Company will be confirmed on the expiry of your Probation Period unless you are specifically advised otherwise in writing.
6. Your appointment shall continue, during your Probation Period or thereafter upon confirmation, unless your employment is discontinued by the Company, by providing not less than **30 Days ("Notice Period")** prior written notice. In the event you decide to leave the employment of the Company, you will be required to provide **30 Days** prior written notice to the Company, and the Company may at its sole discretion relieve you of your duties anytime during the notice period. You will be paid salary up to the last working day.

The Company at its discretion, during probation or on confirmation of your services thereof, without assigning any reason, can discontinue your employment on payment in lieu of Notice Period. Such payment will be calculated pro rate on the basis of your current Gross Fixed salary (subject to tax).

Incase of violation of any policies, procedures or rules of the Company or any other act of misconduct including but not limited to improper behaviour, theft or fraud, your services are liable to be discontinued without Notice Period or without payment in lieu of Notice Period.

7. You agree that this employment is conditional upon you successfully clearing the training as required. In the event of your in-ability to clear the training, the Company may relieve you of your duties with immediate effect without Notice Period or without payment in lieu of Notice Period.
8. You are employed as a permanent employee of the Company and are therefore not permitted to undertake any other employment or engage in any commercial activities, outside the Company, either honorary or otherwise, without prior written approval of the Company.
9. You are required to maintain the highest order of discipline and secrecy about the work of the Company and/or its subsidiaries or associate companies and in case of any breach of trust/discipline, your services may be discontinued by the Company with immediate effect without notice period or without payment in lieu of notice period.

You are required to always maintain the highest standard of confidentiality towards Company information which includes but not limited to documents, files, records, customer details, project plans, strategies, developments, execution process, contracts, billing information, quality metrics, financial information about the Company etc. relating to business of the Company, which is proprietary to the Company and / or its clients and other information relating to the business of the Company which may be known, provided or confided to you ("**Confidential Information**"). You will not divulge or use such Confidential Information other than to fulfil your duties as an employee of the Company and while ensuring the best interests of the Company. Under no circumstances will you disseminate information regarding the affairs or business matters of the company or information regarding its customers without proper authorization and / or prior written approval. All information that comes to your knowledge by reasons of your employment with the Company is deemed to be Confidential Information. Upon ceasing to be an employee of the Company, you shall immediately return any records, documents and other information of the Company which are in your possession and shall not retain or transmit any copies (electronic or otherwise) of the same. You will be required to sign a separate confidentiality agreement along with this letter and may be required to sign further confidentiality agreements as may be required by the Company. The Company acknowledges that individual marketing packages, Web sites, and other communications that have been developed for a client and have been placed in the "public domain", once distributed to the public may be no longer subject to client confidentiality provisions.

10. You will be required to apply and maintain the highest standards of personal conduct and integrity and comply with all the Company's current rules, regulations, policies and procedures, including **Global Essential Compliance & Security Policies and Social Media Policy** as may be in force from time to time and as may be notified and displayed. You will be bound by the existing and new security rules, regulations and policies of the Company, including physical frisking (pat down) process wherein, a search would be conducted of outer clothing to detect any concealed prohibited articles. All policies mentioned in this letter, as well as others, are available on the Company intranet and may be changed/modified, at the Company's discretion. You are required to keep yourself updated with the Company's policies.
11. The Company shall have the right to vary, delete, and modify these terms and conditions of employment.
12. You will automatically **retire** from the services of the Company on the last day of the calendar month in which you attain the age of **Fifty-Eight years**. Your date of birth as per official records is **May 21, 2000**.
13. You are required to make a full and complete disclosure of any issues in past employment records, any relationships or dealings you have or propose to have/ enter into directly or through any of your relatives or family members, with any of the Company's agent, dealers, vendors, suppliers, subcontractors or the like by whatever name called.

14. This appointment is subject to satisfactory verification of your credentials, character, antecedents and testimonials as provided in your application to the Company and your curriculum vitae. All cost incurred for such verification will be borne by the Company. If it is found at any time that you have made any false statements or suppressed any material information, it shall lead to immediate discontinuation of your employment with the Company without any notice or compensation.
15. You agree to undergo a drug test or any other medical/fitness test including breath analyzer, as asked for and at such a place and location as advised by the Company during the course of your employment. In the event you become unfit for performance of your assigned duties; you shall be liable to be discharged from the services without any notice.
16. You hereby consent to share your payroll, personal and employment related data for processing and review outside of the country, subject to adherence to applicable law.
17. Your address as provided by you in the employment forms shall be deemed to be correct for sending any communication to you and every communication addressed to you at the given address shall be deemed to have been sufficiently served upon you.
18. You are required to return the duplicate copy of this letter and report to work on or before the date of joining specified above. In the event you do not do so, it shall be deemed that you are not interested in this offer/appointment and this letter shall stand automatically withdrawn with effect from the Joining Date.

If the above terms and conditions are acceptable to you, please sign on each page and return the duplicate copy of this letter as a token of your acceptance of this Letter of Employment.

Welcome to **Teleperformance** and here's wishing you a rewarding career.

Yours Truly,

For CRM Services India Private Limited,



Preeti Amit Shirke

Senior Vice President - Talent Acquisition

I, **Rajpal Singh Rathore**, residing at **89, Rampura Nand Leswa Via Govindgarh Ajmer - 305201, Rajasthan, India** do hereby accept the terms and conditions in this letter.

Employee Signature	Accepted On 19 Oct 2022 shubhraj100@gmail.com
Employee Name	Rajpal Singh Rathore


Enclosures:

1. Compensation/ Salary details (**Annexure I**)
2. Non-Disclosure- Declaration and Undertaking (**Annexure II**)
3. Personal Data- Declaration (**Annexure III**)
4. Work from Home- Declaration, **applicable under WAHA-[Work at Home]** (**Annexure IV**)

NOTE: For purposes of brevity and ease of reading, the term "**the Company**" or the term "**Teleperformance**" (wherever it appears in this letter) means **Teleperformance**.

Emp Temp Code : 1421520356

Annexure I
Compensation Details

Employee Name:	Rajpal Singh Rathore
Designation:	Technical Support Executive
Grade:	Grade I
Date Of Joining:	October 19, 2022
City:	Jaipur
Pay Components	Amount in Indian (INR)
Basic Pay	13,630.00
Housing Rent Allowance (HRA)	₹ 8,178.00
Transport Allowance	0.00
Flexible Benefit Plan	0.00
Statutory Bonus#	1,400.00
Gross Fixed Salary (1)	23,208.00
Provident Fund (Employee) (2)	1,636.00
ESIC (Employee) (3)	0.00
Net Take Home [1-(2+3)]	21,572.00
Provident Fund (Employer) (4)	1,636.00
ESIC (Employer) (5)	0.00
Gratuity* (6)	656.00
Total Fixed Cost (1+4+5+6)	25,500.00
Annual Fixed CTC	306,000.00
Annual Performance Pay**	0 % of Annual Fixed CTC
Annual Performance Linked Incentive (PLI)	30,000.00
For CRM Services India Private Limited,  Preeti Amit Shirke Senior Vice President - Talent Acquisition	
*Gratuity shall be payable as per "The Payment of Gratuity Act". **Performance Pay will be payable subject to assessed performance achievement level, the pay-out criteria and the frequency, as per the "Performance Pay policy/ note." #Statutory Bonus is paid monthly as per "The Payment of Bonus Act".	

- All Reimbursements will be paid as per prevailing Income Tax rules and company policies in effect
- The above compensation will be subject to Income Tax regulations in force from time to time.
- The above compensation is subject to deduction towards Medi-claim Insurance, transport, if/as applicable and any other statutory deduction/contribution including Professional Tax, labour
- Any Incentive payable, as part of the compensation structure or otherwise, shall have a "Minimum Attendance Threshold/Performance" as qualifying criteria for such payout.

Employee Signature	Accepted On 19 Oct 2022 shubhraj100@gmail.com
Employee Name	Rajpal Singh Rathore

ANNEXURE II
DECLARATION AND UNDERTAKING REGARDING NON-DISCLOSURE

I, **Rajpal Singh Rathore** residing at **89, Rampura Nand Leswa Via Govindgarh Ajmer - 305201, Rajasthan, India**, and working as **Technical Support Executive**, do hereby solemnly state, undertake and declare that:

1. I will faithfully, truly and to the best of my skills and ability, execute and perform the duties required of me as an employee of **CRM Services India Private Limited**, a Company having its registered office at Teleperformance Towers, Plot CST No. 1406-A/28 Mindspace, Malad (West), Mumbai- 400090, Maharashtra, India.
2. I shall comply with all Teleperformance policies.
3. I will maintain the highest standard of confidentiality towards **Confidential Information**, by not, directly or indirectly, making known, or permitting such Confidential Information to be disclosed or made known to any person or entity, either inside or outside the Company. I acknowledge that such information is valuable, sensitive and a unique asset of the Company and/or of the Company's clients. I shall faithfully and diligently hold such Confidential Information from being disclosed to unauthorized persons, which may include, but are not limited to, employees of the Company that do not need to know the Confidential Information, persons not employed by the Company, persons that are not bound by a written confidentiality agreement with the Company, with regard to the specific Confidential Information, persons not directly aware of the proprietary and trade secret nature of the Confidential Information.
4. All documents, files, records, project plans, software tools as well as methods and techniques of doing business, including patents, trade secrets and other proprietary rights associated therewith, Strategies, Customer details and items of information or equipment relating to Company's business are and shall remain the property of the Company, including notes, documents, and files created in the performance of my duties of employment. I shall not under any circumstances remove such property from the Company premises without prior written consent. I further agree that all information relating to existing customers and potential customers of the Products, whether recorded in Company's database or otherwise is confidential to the company and that any ownership in respect thereof resides in the company and that it cannot be used by employee for any purpose not specifically referred to in this employment.
5. I understand and acknowledge that as set forth under the **Login Provisioning and De-provisioning Policy (GECSP 11)**, my employee ID and password used to access Company or its Clients' systems are personal and confidential, are **Proprietary Information**, and shall not be disclosed to anyone. Non-compliance with this Policy may lead to disciplinary sanctions upto and including discontinuation of services, consistent with applicable law.
6. Notwithstanding the separation of my employment with the company for any reason whatsoever I will not communicate or allow to be communicated to any person not legally entitled thereto any information relating to the Confidential Information and affairs of Teleperformance.
7. I will immediately report to the Company, any violation or breach of the commitments made in this declaration, whether the breach or violation is intentional or inadvertent and I agree that:
 - (i) In the event of a breach or threatened breach of the provisions of this declaration, the Company shall be entitled to an injunction restraining from using or disclosing, in whole or in part, such Confidential Information, or from rendering any services, to any person, firm, corporation, association or other entity to whom any such information has been disclosed or is threatened to be disclosed, which injunction shall be available without the posting of any bond or other security and the issuance of which is hereby consented to by Employee,
 - (ii) Any such breach would cause injury to the Company, and
 - (iii) The remedies provided for in this Section shall be cumulative to and not exclusive of any and all other

8. The rights to any invention, discovery or creation of any system or method related to the Company's operations and arising out of any work done in the course of my employment will automatically vest with the Company. In this connection, the Company may obtain patent rights in its name (or jointly with others) based on the fact of my invention, discovery, improvement or other creative effort. I acknowledge that I will not be liable for any compensation for such invention, discovery, improvement or other creative effort made by me, and that any reward that the Company may, in its sole discretion, bestow on me will not be deemed to confer any rights towards that invention, discovery or improvement in system or method. I further acknowledge that I may be required to execute further documentation in connection with such inventions, discoveries, improvements or other creative efforts and will execute the same without delay.
9. In the event of my leaving services of the Company, for any reason, during the **12-months** period from the separation date, I shall **NOT** directly or indirectly either on my own account or otherwise:
 - i. engage or attempt to engage in providing services to any customer or prospective customer where such services or products are competitive with the services offered by the Company or any affiliate to the Customer
 - ii. canvass solicit or endeavour to entice away from the Company any client or customer(s) of the Company, or any person(s), who at any time during my employment, were or are clients or customers of the Company, or were in the habit of dealing with the Company;
 - iii. solicit, interfere with, or endeavour to entice away any employee of the Company; or
 - iv. counsel, or otherwise assist any person to do any of the acts referred to in para (i), (ii) & (iii) of this clause.
10. I shall **NOT** offer, promise, give, accept, condone, approve or knowingly benefit from an improper business gratuity, a bribe, 'kickback' or other improper advantage, benefit or reward, or otherwise apply inappropriate influence.
11. I shall **NOT** make a '**facilitation payment**'. Facilitation payment refers to the practice of paying a small sum of money to (usually) an official as a way of ensuring that they perform their duty.
12. None of my relatives are employed or associated with the Company or any of its affiliate companies or its customers/clients/suppliers in any form; and I undertake that I **shall** immediately notify the Company in case-
 - (a) any person who is so employed / associated becomes a relative, and/or
 - (b) a relative, in future, is so employed / associated with the Company.

I understand and acknowledge that:

1. the restraints contained herein are reasonable in all the circumstances of employment and agree that they are necessary for the protection and maintenance of the Company and its business.
2. my services can be suspended pending disciplinary action/enquiry/investigation as per Company policy and I shall abide by decision of investigation/enquiry Committee constituted for such purposes.
3. the Company shall be entitled to seek an order for specific performance or injunctive relief or other equitable relief in case I fail to observe or breach any of the restraints herein.

I **shall** indemnify and keep indemnified the company for any loss, damages or injury suffered by the company for any breach of above conditions or any other clause or term of employment.

I understand and acknowledge that my failure to comply with this declaration and undertaking may lead to disciplinary sanctions which may include discontinuation of services, as well as civil liability and/or criminal prosecution under applicable laws.

Executed this _____ day of _____ 20____

Employee Signature	Accepted On 19 Oct 2022 shubhraj100@gmail.com
Employee Name	Rajpal Singh Rathore

Annexure III

Personal Data - Declaration

Article I.

I **Rajpal Singh Rathore** hereby certify that all statements made on the **Employment Application Form**, my **Curriculum Vitae** or **during my interviews** with the Company are **true and complete**. I understand that any omission or misrepresentation of any fact may result in refusal of employment or immediate dismissal.

I further understand that I shall be bound by the existing and new rules, regulations and policies of the Company including those related to Frisking (Pat Down) process wherein, a search would be conducted of outer clothing to detect any unauthorized / prohibited articles.

I confirm that I have voluntarily furnished my personal information to the Company and the Company shall be free to use such information and all other information that I may provide at any time hereinafter. The Company may share such information in connection with my employment and other related matters, as deemed fit and necessary by the Company.

I recognize that in connection with employment with Teleperformance, I may be the subject of a background enquiry and drug test by the company or its representative, and I hereby authorize the same. I also authorize the Company to take action including penal action against me in case any fact is found contrary to what has been stated by me in the application form mentioned herein above.

I do hereby declare that I will immediately report to my Line Manager or HR team in case of "**Change to Circumstances**", within **48 hours** of me becoming aware of such "**Change to Circumstances**" which may arise due to the following:

- a) I am found guilty of a criminal offence / is under police caution or investigation;
- b) There is a change in my legal right to work / work status; and
- c) There are any adverse credit judgments against me.
- d) Change in personal status like name change / marital status / permanent or current address change etc.

Executed this _____ day of _____ 20____

Temp Emp Code	1421520356
Employee Signature	Accepted On 19 Oct 2022 shubhraj100@gmail.com
Employee Name	Rajpal Singh Rathore

INTERNSHIP OFFER LETTER



Date: - 7th January, 2022
NAME: BHARAT MENARIA
COLLEGE: JECRC UNIVERSITY(JAIPUR)
CONTACT: 6378516968
EMAIL ID: menariabharat0404@@gmail.com

CONGRATULATIONS,

Dear, BHARAT

I am delighted & excited to welcome you to **TEXAS REVIEW** as a **GRAPHIC DESIGNER**

At we believe that our team is our biggest strength and we take pride in hiring ONLY the best and the brightest. We are confident that you would play a significant role in the overall success of the venture and wish you the most enjoyable, learning packed and truly meaningful internship experience with **TEXAS REVIEW**.

Your appointment will be governed by the terms and conditions presented in the **Annexure A**.

We look forward to you joining us. Please do not hesitate to call us for any information you may need. Also, please sign the duplicate of this offer as your acceptance and forward the same to us.

Annexure A

You shall be governed by the following terms and condition of service during your internship with **TEXAS REVIEW** , and those may be amended from time to time.

1. You are being hired as a **GRAPHIC DESIGNER** and **JATIN CHHABRA** would be your Reporting Manager and Mentor during the internship. As a intern you would be responsible for certain tasks and responsibilities.
2. Your date of joining is **13thJanuary,2022** and the duration of the internship would be for 6 months. During this time you are expected to devote your time and efforts solely to Texas Review work. You are also required to let your mentor know about forthcoming events (if there are any) in advance so that your work can be planned accordingly.
3. You will be working from home for the duration of the internship. There will be catch ups scheduled with your mentor to discuss work progress and overall internship experience at regular intervals.
4. All the work that you will produce at or in relation to **TEXAS REVIEW** will be the intellectual property **of TEXAS REVIEW** . You are not allowed to store, copy, sell, share, and distribute it to a third party under any circumstances. Similarly you are expected to refrain from talking about your work in public domains (both online such as blogging, social networking site and offline among your friends, college etc.) without prior discussion and approval with your mentor.
5. We take data privacy and security very seriously and to maintain confidentiality of any students, customers, clients, and companies' data and contact details that you may get access to during your internship will be your responsibility. **TEXAS REVIEW** operates on **Zero Tolerance** principle with regard to any breach of data security guidelines. At the completion of the internship you are expected to hand over all **TEXAS REVIEW** work/data stored on your Personal Computer to your mentor and delete the same from your device .

6. During the appointment period you shall not engage yourselves directly or indirectly or in any capacity in any other organization (other than your college). In the event of breach of this condition, this appointment is liable to be terminated forthwith by the company. In addition, you shall be liable to pay liquidated damages to the Company of an extent estimated by the Company.
7. Under normal circumstances either the company or you may terminate this association by providing a notice of 30 days without assigning any reason. However, the company may terminate this agreement forthwith under situations of in-disciplinary behaviours.
8. You are expected to conduct yourself with utmost professionalism in dealing with your mentor, team members, colleagues, clients and customers and treat everyone with due respect.
9. **TEXAS REVIEW** started and we love people who like to go beyond the normal call of the duty and can think out of the box. Surprise us with your passion, intelligence, creativity and hard work – and expect appreciation & rewards to follow.
10. Expect constant and continuous objective feedback from your mentor and other team members and we encourage you to ask for and provide feedback at every possible opportunity. It's your right to receive and give feedback – this is the only way we all can continuously push ourselves to do better.
11. Have fun at what you do and do the right thing – both the principles are core of what **TEXAS REVIEW** stands for and we expect you to imbibe them in your day to day actions and continuously challenge us if we are falling short of expectations on either of them.
12. You will be provided performance based stipends per month according to the skills and output you produce in the internship duration. You will also be getting further job opportunities in the future with **TEXAS REVIEW**. if you have performed beyond the bar.

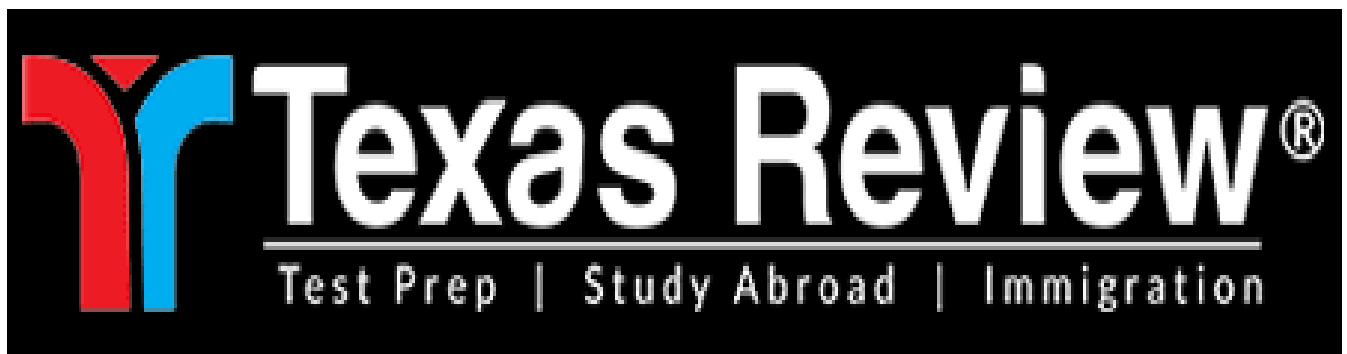
I have negotiated, agreed, read and understood all the terms and conditions of this Internship letter as well as Annexure hereto and affix my signature in complete acceptance of the terms of the letter.

Date:

Signature:

Place:

Name:





THE PROJECT JAIPUR

180-181 Karni vihar Near Rawat girls college Delhi- Ajmer Expressway
Heerapura, Vaishali Nagar, Jaipur , Rajasthan 302021

JOINING LETTER

DATE : 26-September-2022

Anjali Kanwar

Subject: Joining Letter

Dear Anjali,

We are pleased to offer you the position of Interior designer at The Project Jaipur. We feel confident that you will contribute your skills and experience to the growth of our organisation.

Anjali will be working for the company on a full time basis as an Interior Designer. At this time, she is receive a ₹ 20,000 monthly salary.

As per the discuss, your starting date will be on september-26-22 and reporting time is 10:00 AM.

We look forward to welcoming you on board.

Sincerely,

General Manager
The Project Jaipur

Employment Offer Letter

Friday, 11th March 2022

Dear Mansi,

With reference to your interview and subsequent discussions, we confirm the acceptance of your candidature for the position of “**Business Development Executive- Inside Sales**”.

The details of our offer are mentioned below:

Pay Components	Amount in INR
Fixed Pay	3,36,000
Annual CTC	3,36,000

*Please find CTC break up in Annexure - Page 2.

You are expected to join at our **Udaipur** location.

As a part of our joining formalities, you are requested to submit the copy of following documents on your date of joining:

1. Relieving letter and experience letters from all your previous employers
2. Offer and Appointment letter from all your previous employers.
3. Last 3 months' Salary slips.
4. Last 3 months' bank statement where you get your salary credits.
5. Address Proof (Passport/Driving License)
6. PAN card and Aadhar card is must.
7. All educational certificates and marksheets from SSC to highest qualification
8. 3 recent passport size photographs with blue background

You are expected to join Woodenstreet Pvt. Ltd on or before **10th April'22** at 09:30 am failing which this offer stands cancelled.

Wish you good luck and look forward to the enduring association with us.

With Best regards,

HR Department

Annexure

CTC	28000	
Gross	28000	
In Hand	28000	
Components	Amount Per Month (In INR)	Amount Per Annum (In INR)
Basic	20000	240000
HRA & Conveyance Allowances	8000	96000
Gross Salary	28000	336000
Incentives	Amount Per Month (In INR)	Amount Per Annum (In INR)
*Performance linked incentives	0	0
Total Emoluments	28000	336000
Benefits	Amount Per Month (In INR)	Amount Per Annum (In INR)
Total ESIC Contribution	0	0
<i>ESIC Contribution of Employee</i>	0	0
<i>ESIC Contribution of Employer</i>	0	0
Total PF Contribution	0	0
<i>PF Contribution of Employee</i>	0	0
<i>PF Contribution of Employer + PF Administration exp</i>	0	0
Other Cost to Company	0	0
TOTAL CTC		336000

Other benefits mentioned above are as per Company policies, which are subject to change from time to time.

The gratuity amount mentioned above is only an approximation. Your eligibility and the final pay out of Gratuity will be determined in accordance with the provisions of Payment of Gratuity Act,1972.

LETTER00207#

23 Apr 2022

Farhan Aaqib Sheikh

APPOINTMENT LETTER

We are pleased to offer you employment with **The Woodenstreet Furnitures Pvt. Ltd.** (the “Company”) on the following terms and conditions:

1. COMMENCEMENT OF EMPLOYMENT

Your employment will be effective as of **15 Apr 2022**.

2. JOB TITLE AND WORK LOCATION

Your job title will be **Executive - Warehouse & Logistics** and you shall be posted at **The Woodenstreet Furnitures Pvt. Ltd. Udaipur**.

3. COMPENSATION & SECURITY DEPOSIT

3.1 Your annual compensation will be **Rs.3,36,000.00/-** and the break-up details are set out in “**Schedule A**” hereto.

3.2 **Security Deposit:** Not Applicable

4. PROBATION

4.1. You will be on probation for a period of six (6) months from the day you commence employment with the Company. During this period, there will be on-going reviews of your work, adaptability, acceptability and demeanor. Based upon such reviews, your probation period could either be reduced or extended at the sole discretion of the Company.

4.2. On satisfactory completion of your probation, based on your positive contribution to the organization and your performance, your employment with the Company will be confirmed.

5. PLACE OF POSTING, TRANSFER & SECONDMENT

Initially, you will work from Rajasthan office, India. However, you could be transferred to another location or seconded to any other entity based upon the Company's requirements. At such time, you will be notified of terms specific to such transfer and/or secondment, including those relating to compensation.

6. HOURS OF WORK

The normal working days are Monday through Saturday. You will be required to work for such period of time as is necessary for the proper discharge of your duties to the Company. The normal working hours are 08:30 hours per day. The Company being into e-commerce with stores & warehouses presence across India, certain employees with respect to the nature of work are required to work on Weekends with one week-off on any day other than Saturday & Sunday.

7. LEAVE / HOLIDAYS

You are entitled to a Leave/ Holidays as guided by the law per financial year. The leave grant will be depending upon the exigencies of work and shall be at the discretion of the management. A seven (7) days' advance notification is mandatory prior to the occasion and leaves will be deemed granted only upon the approval of the Reporting Manager. All leave must be pre-approved by your manager.

8. NATURE OF DUTIES

You shall perform, to the best of your ability, all the duties as are inherent in your posting and such additional duties as the Company may call upon you to perform, from time to time.

9. FULL TIME COMMITMENT

During your employment with the Company you shall devote your whole time, attention and skill to further the Company's interests. You shall not, directly or indirectly, engage or associate yourself with, be connected with, concerned, employed or engaged in any other business or activities or any other post or work part time or pursue any course of study whatsoever, without the prior written permission of the Company.

10. COMPANY PROPERTY

- 10.1 You shall always maintain in good condition Company property, which may be entrusted to you for official use during the course of your employment and shall return all such property to the Company prior to relinquishment of your charge, failing which the cost of the same will be recovered from you by the Company.
- 10.2 You shall be responsible for all such items or property and shall immediately report loss of property, if any, in your possession to the local police authorities, as well as to the Company for lodging a claim with the insurance company. Failure to do so will automatically entitle the company to recover such amounts from your dues.

11. BORROWINGS / ACCEPTING GIFTS

You will not borrow or accept any money, gift, reward or compensation for your personal gains from or otherwise place yourself under pecuniary obligation to any person / client with whom you may be having official dealings.

12. TERMINATION/ RESIGNATION

- 12.1 Your appointment can be terminated by the Company, without any reason, by giving you the following notice: (a) if you have worked three months or less, no notice required; (b) if you have worked more than three months, but less than one year, fourteen (14) days' notice or salary in lieu thereof; and (c) if you have worked for one year or more, thirty (30) days' notice or salary in lieu thereof. For the purposes of this clause, salary shall mean basic salary.
- 12.2 If you wish to resign your employment with the Company, without any cause, by giving no less than Two (2) months prior notice if you have already been confirmed or salary in lieu thereof will be recovered and one (1) week's prior notice during your probation period or salary in lieu thereof will be recovered.
- 12.3 The Company reserves the right to terminate your employment summarily without any notice period or termination payment, if it has reasonable ground to believe you are guilty of misconduct or negligence, if you have been absent from work without notice to the Company or without sufficient reason for five (5) days or more, or have committed any material breach of this agreement including but not limited to breach in relation to clause 13, clause 14, clause 15 and clause 16 and / or caused any loss to the Company. In addition to the right to terminate your employment, the Company shall also be entitled to injunctive relief against you. You shall further be liable to the Company for all damages, costs, including court costs and reasonable attorney fees incurred by Company.
- 12.4 On the termination of your employment for whatever reason, you will return to the Company all property; documents and papers, both original and copies thereof, including any samples, literature, contracts, records, customer lists, drawings, blueprints, letters, notes, data, computer programs, reports, manuals, correspondence and the like; and Confidential Information (as defined below), in your possession or under your control relating to your employment or to clients' business affairs.

13. CONFIDENTIAL INFORMATION

- 13.1 "Confidential Information" means information about the Company's (its affiliates' and business partners') business and that of their customers which is not available to the general public and which may be learnt by you in the course of, or in relation to, your

employment. This includes, but is not limited to, information relating to the organization, its customer lists, employment policies, personnel, and information about the products, processes including ideas, concepts, projections, technology, manuals, drawing, designs, specifications, and all papers, resumes, records and other documents containing such Confidential Information.

- 13.2 You must always maintain the highest degree of confidentiality and keep as confidential the records, documents and other Confidential Information relating to the business of the discloser which may be known to you or confided in you by any means and you will use such records, documents and information only in a duly authorized manner in the interest of the discloser of such information.
- 13.3 You shall not use Confidential Information for purposes other than the reason for which it was disclosed to you.
- 13.4 At no time, will you remove any Confidential Information from the office Without prior permission.
- 13.5 Your duty to safeguard and not disclose Confidential Information will survive the expiration or termination of your employment with the Company.
- 13.6 Breach of the conditions of this Clause 14 will render you liable to summary dismissal in addition to any other remedy the Company may have against you in law.

14. PROPRIETARY RIGHTS ASSIGNMENT

All rights, title and interest in any intellectual property arising out of or in connection with your employment, including without limitation any copyrights, rights to derivative works, trade secrets and any other intellectual property rights pertaining to your employment, created or conceived (including, but not limited to, any tools, designs or methodologies) in the Company's premises or using the Company's property or other proprietary rights therein, shall be the property of the Company. You hereby, without further consideration, perpetually transfer, assign and convey all right, title and interest to such property (including, but not limited to, any moral rights) worldwide that you may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by applicable law, the Company's rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right within one (1) year of such assignment. At the Company's request, you shall cooperate with the Company in completing any filings and processes, to perfect the Company's (or its designates) ownership in intellectual property rights hereunder.

15. SECURITY

- 15.1 If it is necessary for you to have access (either on-site or remotely) to and use any of the Company's computer systems and networks, you shall limit such access and use it solely for the purpose of performing your duties and shall not access or attempt to access any computer systems, networks, files, software or services other than those required for performance of your duties.
- 15.2 You shall strictly follow all the Company's security rules and procedures for restricting access to the Company's computer systems.
- 15.3 All use identification numbers and passwords disclosed to you and any information obtained by you as a result of your access to and use of the Company's computer systems and networks shall be deemed to be, and treated as, the Confidential Information under this Agreement.
- 15.4 You shall cooperate in the investigation of any apparent unauthorized access to any of the Company's computer system and/or networks.

16. NON-SOLICITATION

During the course of the employment with the Company and for a period of two (2) year thereafter, you shall not (other than in relation to your employment with the Company and for the benefit of the Company);

- (a) directly or indirectly solicit the business of any customer who has traded or dealt with the Company regardless of the location of such customer with respect to any technologies, services, products, trade secret or any other matter in which the Company is active;
- (b) directly or indirectly solicit employment with any direct or indirect customer to whom you have provided services on behalf of the Company;
- (c) directly or indirectly induce any other employee, employees and/or consultants of the Company to leave their employment / engagement with the Company in order to accept association of any kind with any other individual, firm, partnership or corporation.

17. APPLICABILITY OF COMPANY POLICY

The Company shall be entitled to make policy declarations from time to time pertaining to matters like leave entitlement, employees' benefits, working hours, transfer policies and may alter the same from time to time, at its sole discretion. All such policy decisions of the Company

shall be binding on you and shall override this Agreement to that extent. In addition to the above condition mentioned here, you will also be required to abide by the Company's HR Policies, Circulars and notices available on the EIP Portal, the Code of Conduct, relevant staff dealing rules and other policies implemented by the Company from time to time.

18. OTHER AGREEMENTS

As and when required by the Company's clients or other interests, the Company may be obligated to procure you (as its employee) to sign certain agreements relating to confidentiality, intellectual property, non-disclosure and other restrictions. You agree to sign such agreements in the best interests of the Company.

19. SEVERABILITY

If for any reason, any part of this Agreement is held invalid by a court of law or any other dispute resolution mechanism, this Agreement shall be interpreted as broadly as possible to give effect to the rest of the Agreement (including the invalid part, to the extent possible to achieve the legally achievable objective in the language of the Agreement).

20. GOVERNING LAW AND ARBITRATION

Your agreement with the Company is subject to the laws of India under the jurisdiction of Jaipur Court of Law. Any dispute, claim or controversy arising out of or in relation to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be settled by an Arbitral Tribunal which shall comprise of a sole arbitrator as appointed at the sole discretion of **The Woodenstreet Furnitures Pvt. Ltd.** and jurisdiction will be at our registered office situated in Jaipur. The arbitral proceedings shall be governed by the substantive law of India. The arbitral proceedings shall be administered by the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof and the language of arbitration proceedings shall be English. The decision of the Arbitral Tribunal shall be legally binding on both the parties. "Arbitral Tribunal" means a sole arbitrator as appointed at the sole discretion of **The Woodenstreet Furnitures Pvt. Ltd.**

21. ACCEPTANCE OF OUR OFFER

Please confirm your acceptance to this Letter of Appointment and Contract of Employment by signing it and providing your acceptance to it. The Signed copy signifies that you have read the contract fully and hereby agrees to all the terms & conditions mentioned therein and shall not carry any act which may harm the Company's image in any way.

Yours Sincerely

For **The Woodenstreet Furnitures Pvt. Ltd.**

A handwritten signature in blue ink is written over a circular blue stamp. The stamp contains the text "The Woodenstreet Furnitures Pvt. Ltd." around the perimeter and "UDAIPUR" in the center.

Sr. Manager – HR

I acknowledge receiving a copy of Appointment Letter and after having read and understood and comprehended the contents and implications therein, I am satisfied and agree to abide by them.

Farhan Aaqib Sheikh

Sign: _____

Date: _____

Schedule A


Compensation break-up for “W121185 - Farhan Aaqib Sheikh”

CTC	3,36,000.00
Gross Benefit Amount	28,000.00
Other Benefits	0
Contribution Amount	0.00
Recurring Deduction Amount	0.00
Net Take Home Before Tax	28,000.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	20,000.00	2,40,000.00
HRA	Fixed	8,000.00	96,000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	0.00	0.00
Employer ESIC	0.00	0.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	0.00	0.00
Employee ESIC	Fixed	0.00	0.00

The variants are as per Company policies.	
Statutory deductions are compulsory.	
Applicability/ availability of the allowances may vary according to location and / or company policy.	
Company may provide facilities in lieu of these allowances.	
As per company policies and criteria, variable pay, Policies, Benefits and Attractions are subjected to change.	
Voluntary Work Incentive are subject to the work done voluntarily.	
ESIC & PF Coverage is applicable as per govt. rules.	
	Accepted & acknowledged by <u>Employee Name:</u> Farhan Aaqib Sheikh <u>Communication Address:</u> <u>Mobile Number:</u> 9529720466
Company Name: The Woodenstreet Furnitures Pvt. Ltd.	



Date: October 31st, 2021

Mr. Prashant Mishra
10, Sudarshanpura Near Prem Motors,
22 Godam
Jaipur - 302006, Rajasthan

Dear Prashant,

With reference to your application and subsequent interview, we are pleased to inform you that our company has decided to offer you appointment as **Software Consultant Intern** on the following terms and conditions:

1. Your date of joining will be **1st November 2021**
2. You will be on probation for a period of eight months. Your allowance will be as following:
 - a. Rs. 5,000/- per month stipend during the first two months of internship
 - b. Rs. 10,000/- per month stipend for the next six months of internship
3. Based on your performance during the probation period your employment will be confirmed on or before 1st July 2022. At that time your package will be revised as following:
 - a. Rs. 32500/- CTC (cost to company) per month for the next twelve months
 - b. You will also be entitled to receive a fixed 10% annual bonus on the completion of 1 year from the date of confirmation of your employment, which will be Rs. 39,000/-
 - c. Your annual CTC for the first year from the date of confirmation will be Rs. 4,29,000/-
4. On 1st July 2023 you will get a minimum 20% appraisal and your package will be revised to 39000/- per month.
 - a. Apart from this, you will be eligible to receive a variable bonus of upto 20%, which can be upto 93,600/- on your 2nd anniversary from the date of confirmation of your employment.
 - b. Thus, your annual CTC for the 2nd year from the date of confirmation can be upto Rs. 5,61,600/-
5. You will also be entitled for applicable benefits as per company policy. You will be entitled for 6 casual leaves, 9 sick leaves, and 15 paid leaves annually from the date of confirmation after your probation period ends. Any leaves beyond the assigned leave quota will be leave without pay. All the leaves during the probation period will be leave without pay. Company follows a five day work week and all Saturdays

and Sundays will be non-working days. You will be entitled for festival holidays as per published calendar during the probation period as well.

6. You have to serve a bond of two years excluding your probation/ internship period with the company. If, for whatever reason, you decide to leave the company within the bond period, you will be required to pay a sum of Rs. 2 lacs to the company before your exit as per the bond terms.
7. The allowances, benefits and other terms and conditions of your employment will be as per company policies and applicable from time to time. Your compensation will be reviewed in future as per company policy.
8. It is made clear that the company shall not provide any accommodation facility and transport facility to the interns.
9. All contributions like PF and ESI etc, which the company is liable to pay statutorily, will be deducted from the CTC amount mentioned in point no. 3 and 4 above. Your net salary will be net of all such deductions.
10. After completion of the bond period, if you wish to leave you may resign from the services of the company by giving 3 months' notice or paying three months' salary in lieu of the notice, although it will be the company's discretion to disallow exercising the notice period buyout option, in which case you will be required to serve the entire notice period of 3 months.
11. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company.
12. You have to submit attested copies of all documents in support of your qualification, identification and testimonials, along with four passport size photographs at the time of joining. You shall also furnish your permanent address and present address along with contact numbers at the time of joining.
13. Acceptance of this offer letter on mail will be treated equally as physical signature.

All terms and conditions will be applicable to you as per relevant rules and regulations of the company.

For Thinkvibes Software Private Limited

Employee:

(Amit Jain)

Prashant Mishra

Director



Date: December 17, 2021

**Ms. Saloni Gupta
72, Narendra nagar
New Sanganer Road
Sodala, Jaipur
302019, Rajasthan**

Dear Saloni,

With reference to your application and subsequent interview, we are pleased to inform you that our company has decided to offer you appointment as **Software Consultant Intern** on the following terms and conditions:

1. Your date of joining will be **27th December 2021**
2. You will be on probation for a period of six months till June 2022. Your allowance will be as following:
 - a. During your probation period your stipend will be 5,000/- per month for the first three months
 - b. For the next three months (from 1st April 2022) your stipend will be 10,000/- per month
 - c. There will not be any statutory deductions from this
3. Based on your performance during the probation period your employment will be confirmed on or before 1st July 2022. At that time your package will be revised as following:
 - a. 30,000/- per month for a period of 12 months
 - b. Apart from this, you will be eligible to receive a variable bonus of upto 20%, which can be upto Rs. 72,000/- on your 1st anniversary from the date of confirmation of your employment.
 - c. Thus, your annual CTC for the 1st year from the date of confirmation will be upto Rs. 432,000/-
4. On 1st July 2023 you will get a minimum 20% appraisal and your package will be revised to 36000/- per month.
 - a. Apart from this, you will be eligible to receive a variable bonus of upto 20%, which can be upto Rs. 86,400/- on your 2nd anniversary from the date of confirmation of your employment.
 - b. Thus, your annual CTC for the 2nd year from the date of confirmation will be upto Rs. 518,400/-
5. You will also be entitled for applicable benefits as per company policy. You will be entitled for 6 casual leaves, 9 sick leaves, and 15 paid leaves annually from the date of confirmation after your probation period ends. Any leaves beyond the assigned leave quota will be leave without pay. All the leaves during



the probation period will be leave without pay. Company follows a five day work week and all Saturdays and Sundays will be non-working days. You will be entitled for festival holidays as per published calendar during the probation period as well.

6. You have to serve a bond of two years excluding your probation/ internship period with the company. If, for whatever reason, you decide to leave the company within the bond period, you will be required to pay a sum of Rs. 2,00,000/- to the company before your exit as per the bond terms.
7. The allowances, benefits and other terms and conditions of your employment will be as per company policies and applicable from time to time. Your compensation will be reviewed in future as per company policy.
8. It is made clear that the company shall not provide any accommodation facility and transport facility to the interns.
9. All contributions like PF and ESI etc, which the company is liable to pay statutorily, will be deducted from the CTC amount mentioned in point no. 3 and 4 above. Your net salary will be net of all such deductions.
10. After completion of the bond period, if you wish to leave you may resign from the services of the company by giving 3 months' notice or paying three months' salary in lieu of the notice, although it will be the company's discretion to disallow exercising the notice period buyout option, in which case you will be required to serve the entire notice period of 3 months.
11. During the course of your employment, you will discharge your duties efficiently and diligently to the best of your ability and shall devote your whole time and attention to the interest of the company.
12. You have to submit attested copies of all documents in support of your qualification, identification and testimonials, along with four passport size photographs at the time of joining. You shall also furnish your permanent address and present address along with contact numbers at the time of joining.
13. Acceptance of this offer letter on mail will be treated equally as physical signature.

All terms and conditions will be applicable to you as per relevant rules and regulations of the company.

For Thinkvibes Software Private Limited

(Amit Jain)

Director

Employee:

Saloni Gupta



Thrillophilia Offer Letter & Employment Agreement

Congratulations Hemant Swami,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Sales and Business Development Associate beginning October 20, 2021** to **Hemant Swami**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **October 15, 2021**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Rituja Khunteta | Senior HR Executive

A handwritten signature in black ink that reads "Rituja Khunteta".

and

Hemant Swami

Signature -



Compensation

CTC: INR 3,60,000

Fixed component per annum: INR 2,40,000

Variable component per annum: INR 1,20,000

*Tax Deductions, as applicable

Expenses on phone, travel, or anything else for company purposes will be reimbursed.

Confidentiality & Authorization to Work

As a condition of full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of a month, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in



any fashion, participate or engage in any activity or other business competitive with the Thrillophilia's business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia's prior written consent to establish, form, or become employed by a competing business on termination of employment by the Thrillophilia. The Employee's failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.

3. Term of Employment

You shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be Jaipur. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Expenses

Thrillophilia shall reimburse the Employee for reasonable expenses incurred in connection with the Employee's performance of his / her duties including travel expenses, food, and lodging while away from his base work location, pursuant to the Thrillophilia's reimbursement policies.



9. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.

10. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

11.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

11.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

11.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

11.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at

its sole option (1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or

(2) on at least 30 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.



12. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.

13. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

14. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

15. General Provisions

15.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

15.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.



16. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.

17. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

18. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by :

Hemant Swami

Date: 15/10/2021



Thrillophilia Offer Letter & Employment Agreement

Congratulations Kapil Choudhary,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Sales and Business Development Associate beginning November 10, 2022.** to **Kapil Choudhary**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **November 07, 2022**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Amit Singh Rawat | HR Executive

A handwritten signature in black ink that reads "Amit Singh Rawat".

And

Kapil Choudhary

Signature -



Compensation

CTC: Upto INR 3,84,000

Fixed component per annum: INR 2,64,000

Variable component per annum: Upto INR 1,20,000

*Tax Deductions, as applicable

Confidentiality & Authorization to Work

As a condition of internship/full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of two months, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in any fashion, participate or engage in any activity or other business competitive with the Thrillophilia’s business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia’s prior written consent to establish, form, or become employed by a competing business on termination of employment by the Thrillophilia. The Employee’s failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.



3. Term of Employment

Once you complete your internship, you shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be **Jaipur**. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the internship and probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Expenses

Thrillophilia shall reimburse the Employee for reasonable expenses incurred in connection with the Employee's performance of his / her duties including travel expenses, food, and lodging while away from his base work location, pursuant to the Thrillophilia's reimbursement policies.



9. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.

10. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

10.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

10.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

10.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

10.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at its sole option (1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or

(2) on at least 60 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.



11. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.

The employee cannot carry on or start any new business in the travel or hospitality space or join a competitor in the travel space, or start a business on first family members name without receiving NO OBJECTION CERTIFICATE of founders- Abhishek Daga or Chitra Gurnani Daga.

12. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

13. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

14. General Provisions

14.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

14.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.



15. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.

16. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

17. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by :

Kapil Choudhary

Date: 07/11/2022



Thrillophilia Offer Letter & Employment Agreement

Congratulations Kuldeep Singh Sisodia,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Sales and Business Development Associate beginning October 20, 2021** to **Kuldeep Singh Sisodia**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **October 15, 2021**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Rituja Khunteta | Senior HR Executive

A handwritten signature in black ink that reads "Rituja Khunteta".

and

Kuldeep Singh Sisodia

Signature -



Compensation

CTC: INR 3,60,000

Fixed component per annum: INR 2,40,000

Variable component per annum: INR 1,20,000

*Tax Deductions, as applicable

Expenses on phone, travel, or anything else for company purposes will be reimbursed.

Confidentiality & Authorization to Work

As a condition of full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of a month, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in



any fashion, participate or engage in any activity or other business competitive with the Thrillophilia's business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia's prior written consent to establish, form, or become employed by a competing business on termination of employment by the Thrillophilia. The Employee's failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.

3. Term of Employment

You shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be Jaipur. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Expenses

Thrillophilia shall reimburse the Employee for reasonable expenses incurred in connection with the Employee's performance of his / her duties including travel expenses, food, and lodging while away from his base work location, pursuant to the Thrillophilia's reimbursement policies.



9. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.

10. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

11.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

11.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

11.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

11.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at

its sole option (1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or

(2) on at least 30 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.



12. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.

13. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

14. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

15. General Provisions

15.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

15.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.



16. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.

17. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

18. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

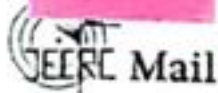
Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by :

Kuldeep Singh Sisodia

Date: 15/10/2021



Sana HR <sana.hr@jecrc.ac.in>

JECRC Campus Placement Drive - Selected Students

Sana HR <sana.hr@jecrc.ac.in>
To: Sana HR <sana.hr@jecrc.ac.in>

Fri, Dec 10, 2021 at 3:32 PM

Best Regards

S.M. Sana | Asst. Manager HR- Placement Cell | Jaipur Engineering College & Research Centre
Email: sana.hr@jecrc.ac.in | Site: www.jecrcfoundation.com
Address: JECRC Campus Opp. EPIP Gate Behind Bharat Petroleum Depot Nr. Sanganer Sadar Thana Tonk Road
302022 Rajasthan India

----- Forwarded message -----

From: Rituja Khunteta <ritujak@thrillophilia.com>
Date: Thu, Oct 14, 2021 at 9:55 PM
Subject: JECRC Campus Placement Drive - Selected Students
To: Sana HR <Sana.hr@jecrc.ac.in>
Cc: Tarun Dadlani <tarun@thrillophilia.com>

Hi Sana,

Please find the names of the selected candidates.

1. Hemant Swami
2. Abhinav Dadhich
3. Kritika Bohra
4. Anshul Jain
5. Mehul Bhatia
6. Abhishek Sharma
7. Kuldeep Singh Sisodia
8. Naman Saraswat
9. Vishwesh Shrivastav
10. Anshuman Sharma
11. Samyak Jain
12. Prince Soni

Also, there are some students who are shortlisted for different profiles.

1. Lakshita Sharma
2. Lokesh Kumawat
3. Shoaib Khan
4. Charil Ambey Saini

The shortlisted students can come down for a face to face interview rounds with the concerned department heads on
Tuesday, October 19, 2021 between 4 - 6 pm.

Address: M-19/20, First Floor, Thrillophilia TRAVEL Experiences, Startup Oasis, RIICO software Building,
Sitapura Industrial Area, Sitapura, Jaipur, Rajasthan 302022, India

Regards,

Rituja Khunteta
Senior HR Executive, Thrillophilia
+91-7822094637 | www.thrillophilia.com



Thrillophilia Offer Letter & Employment Agreement

Congratulations Ravi Kumawat,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Software Developer beginning July 10, 2022** to **Ravi Kumawat**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **July 09, 2022**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Rituja Khunteta | Senior HR Executive

Rituja Khunteta

and

Ravi Kumawat

Signature - *Ravi Kumawat*



Compensation

CTC: INR 10,00,000

Fixed component per annum: INR 9,00,000

Variable component per annum: INR 1,00,000 (Paid at the end of the year on the basis of performance)

*Tax Deductions, as applicable

Confidentiality & Authorization to Work

As a condition of internship/full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of two months, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in any fashion, participate or engage in any activity or other business competitive with the Thrillophilia’s business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia’s prior written consent to establish, form, or become employed by a competing business on termination of



employment by the Thrillophilia. The Employee's failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.

3. Term of Employment

Once you complete your internship, you shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be **Goa**. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the internship and probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.



9. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

9.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

9.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

9.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

9.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at its sole option

(1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or

(2) on at least 60 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.

10. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.



11. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

12. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

13. General Provisions

13.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

13.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.

14. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.



15. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

16. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by :

Ravi Kumawat

Date: 09/07/2022



Thrillophilia Offer Letter & Employment Agreement

Congratulations Vishwesh Shrivastav,

Welcome to Thrillophilia!!!

We are excited to onboard you as a key resource in our journey to make traveling experiences seamless. We don't just offer a job, we offer a career. We have a collaboration-driven work culture and we are sure that you will have fun working with all our teams. Not many companies could promise you a job filled with adventure. We do!

You have been selected based on your potential and we look forward to growing together. We would like to mentor a talent like yourself and achieve higher milestones with you.

Thrillophilia is pleased to extend the offer for the position of **Sales and Business Development Associate beginning October 20, 2021 to Vishwesh Shrivastav**. The purpose of this letter is to set forth our understanding of the terms of your employment with Thrillophilia including your job description and compensation. It is also important that you are inspired to remain with Thrillophilia over time and focus your energies on successfully and efficiently contributing to our company goals. Your responsibilities will be those outlined in the enclosed job description.

Looking forward to achieving new heights of success with you, and we are confident that your employment with Thrillophilia will prove mutually beneficial.

The Effective Date of this Agreement: **October 15, 2021**

This Agreement is by and between Thrillophilia Travel Solutions Pvt. Ltd.

Rituja Khunteta | Senior HR Executive

A handwritten signature in black ink, appearing to read "Rituja Khunteta".

and

Vishwesh Shrivastav

Signature -



Compensation

CTC: INR 3,60,000

Fixed component per annum: INR 2,40,000

Variable component per annum: INR 1,20,000

*Tax Deductions, as applicable

Expenses on phone, travel, or anything else for company purposes will be reimbursed.

Confidentiality & Authorization to Work

As a condition of full-time employment, you will be requested to sign this document, which is also a Confidentiality Agreement. Anytime you breach or pass any kind of confidential information to friends, family or any other company could lead to immediate termination.

You should also note that you will be required

- Submit proof of citizenship
- 10-12 mark sheets
- 2 photographs
- Last degree mark sheets
- Permanent residency in India or authorization to work in India within three business days of your date of hire.

Terms and Conditions

1. At-Will Employment

If you choose to accept this offer, please understand your employment is “at-will,” voluntarily entered into, and is for at least one year period. Failing to serve for less than one year Thrillophilia has full rights to forfeit your bonus, performance incentives, variable component, and salary deductions over the last months of your service. You are free to resign at any time, for any reason, or for no reason. But you need to serve a notice period of a month, even if left during the probation period. Also, Thrillophilia is free to conclude its at-will employment relationship with you at any time, with or without cause.

2. Non-Competition During Employment

The Thrillophilia prohibits the Employee from participating in or planning to participate in a competitive business while employed by the Thrillophilia. During the employment term, the Employee shall not, in



any fashion, participate or engage in any activity or other business competitive with the Thrillophilia's business. In addition, the Employee, while employed, shall not take any action without the Thrillophilia's prior written consent to establish, form, or become employed by a competing business on termination of employment by the Thrillophilia. The Employee's failure to comply with the provisions of the preceding sentence shall give the Thrillophilia the right to terminate any benefits or compensation that the Employee may be otherwise entitled to following termination of this Agreement.

3. Term of Employment

You shall be employed for the first three months on a probation basis, and based on his/her performance further action will be taken. After serving for three months, this Agreement is extended by mutual written consent of the parties. During the Probation period, due to non-performance, the company can terminate your employment by giving a two-week notice period.

4. Place of Employment

During the employment term, the base location of an Employee to perform the services would be Jaipur. The Employee acknowledges that the Thrillophilia may from time to time require the Employee to travel temporarily to other locations on the Thrillophilia's business.

5. Salary

The basic salary payable to the Employee shall be increased annually by employee performance and company performance. Once the employee puts in his resignation letter, then during the notice period, salary will not be paid and will be cleared during settlement. During the probation period, salaries will be paid on the 15th of the next month. Once an employee gets confirmed after successful completion of his notice period, salary for a month is paid by the 5th of the next month.

6. Incentives

Employees will receive their Incentives on the basis of performance.

7. Leaves

You are entitled to 22 leaves (14 Paid Leaves + 8 Sick Leaves) in a year. In addition to these leaves, there will also be yearly holidays for all employees. However, during the Internship period, the employee cannot take any leave. Exceptional leaves can be granted based on manager discretion.

8. Expenses

Thrillophilia shall reimburse the Employee for reasonable expenses incurred in connection with the Employee's performance of his / her duties including travel expenses, food, and lodging while away from his base work location, pursuant to the Thrillophilia's reimbursement policies.



9. Employee's Right of Ownership

All inventions conceived or developed by the Employee during the term of this Agreement shall remain the property of Thrillophilia, provided, however, that as to all such inventions with the respect that the equipment, supplies, facilities, or trade secret information of the Thrillophilia was used, or that relate to the business of the Thrillophilia or to the Thrillophilia's actual or demonstrably anticipated research and development, or that result from any work performed by the Employee for the Thrillophilia shall remain the property of the Thrillophilia.

10. Employee Termination/Resignation

The employee will have to serve the company Thrillophilia for a period of one year to the minimum. If the employee wishes to terminate/resign before the completion of one year of his or her service with Thrillophilia, the employee will have to pay out an amount equal to his or her one-month compensation at Thrillophilia. In case a disassociation happens between the employee and the company within 30 days of the joining date, the company will not be liable to pay compensation for the days served.

The Employee will have to give Thrillophilia a two-month prior written notice of resignation whenever he chooses to resign. The Employee may retire after age 60 and upon proper notice.

11.1 Termination on Retirement. This Agreement shall be terminated by the Employee's voluntary retirement, that retirement shall be effective on the last day of any fiscal year, provided that the effective date of retirement occurs after the Employee's 60th birthday, and that the Employee gives the Thrillophilia six months' prior written notice.

11.2 The employment Agreement will automatically terminate if the Employee becomes permanently disabled.

11.3 Termination upon Death. If the employee dies during the period of employment this Agreement shall then be terminated. The employment Agreement may terminate upon proper notice after a merger or sale of assets by the Thrillophilia.

11.4 Termination or Assignment on Merger. In the event of a merger where the Thrillophilia is not the surviving entity, or of a sale of all or substantially all of the Thrillophilia's assets, the Thrillophilia may, at

its sole option (1) assign this Agreement and all rights and obligations under it to any business entity that succeeds to all or substantially all of the Thrillophilia's business through that merger or sale of assets, or

(2) on at least 30 days prior written notice to the Employee, terminate this Agreement effective on the date of the merger or sale of assets.



12. Non-Disclosure after Termination

After termination of employment, the Employee will still be prohibited for a period of five years from disclosing Thrillophilia's trade secrets and any confidential information. Because of his / her employment by the Thrillophilia, the Employee will have access to trade secrets and confidential information about the Thrillophilia, its products, its customers, and its methods of doing business. In consideration of his / her access to this information, the Employee agrees that for a period of five years after termination of his / her employment, he/she will not disclose such trade secrets or confidential information.

13. Entire Agreement

This Agreement contains the entire Agreement between the parties and supersedes all prior oral and written agreements, understandings, commitments, and practices between the parties. No amendments to this Agreement may be made except by a writing signed by both parties. By signing this agreement you ensure that you have read all the policies and agree to them.

14. Notices

Any notice to the Thrillophilia required or permitted under this Agreement shall be given in writing to the Thrillophilia, either by personal service or by registered or certified mail, postage prepaid, addressed to Abhishek Daga (Founder of Thrillophilia) at its then principal place of business. Any such notice to the Employee shall be given in a like manner and, if mailed, shall be addressed to the Employee at his / her home address then shown in the Thrillophilia's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given

- (1) on the date of service, if served personally on the party to whom notice is to be given, or
- (2) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this section.

15. General Provisions

15.1 Governing Law & Jurisdiction. This agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Rajasthan under Rajasthan state government Judiciary without reference to conflict of law principles. In the event of a lawsuit or any legal proceeding involving this Agreement, the Employee will have to pay the Thrillophilia costs and expenses, including reasonable attorney fees.

15.2 Costs of Litigation. In the event any action is brought to enforce this Agreement, the Employee shall be entitled to recover its costs of enforcement including, without limitation, attorneys' fees and court costs.



16. Force Majeure.

In the event that Employee is unable to perform any of its obligations under this Agreement because of any Act of God, strike, fire, flood, governmental acts, orders or restrictions, Internet system unavailability, system malfunctions, or any other reason where failure to perform is beyond the reasonable control and not caused by the negligence of the Employee (a "Force Majeure Event") if Thrillophilia has been so affected shall give notice immediately to Employee and Employee shall use its reasonable best efforts to resume performance. However, if the period of non-performance exceeds 30 days from receipt of notice of the Force Majeure Event, the Employee may be terminated and his assets like pending salary, sales incentive, bonus, etc can be forfeit, by giving written notice.

17. Confidentiality

Even after the termination of the Agreement, the Employee may still have certain responsibilities such as keeping information confidential for five years and he cannot share any business secrets of Thrillophilia. Any information related to compensation need not be disclosed or discussed with any colleague.

18. Survival of Certain Provisions.

The warranties and indemnification and confidentiality obligations set forth in the Agreement shall survive the termination of the Agreement by either party for any reason.

Understood, Agreed & Approved

We have carefully reviewed this contract and agree to and accept all of its terms and conditions. We are executing this Agreement as of the Effective Date above.

Agreed to and Accepted by :

Vishwesh Shrivastav

Date: 15/10/2021



PRIVATE & CONFIDENTIAL

Harshit Singh
Kherapati Mohalla,
Devi Prasad Goswami Marg,
Near Kids World Public School,
Arya Samaj Road,
Bharatpur, Rajasthan - 321001

August 09, 2022

OFFER & APPOINTMENT LETTER

Dear Harshit,

This has reference to your application and subsequent discussions you had with us at **TO THE NEW Private Limited**, we are pleased to offer you the position of **Software Engineer** in the Company on the following terms and conditions:

1. Date of Commencement

Your date of commencement of employment in our Company shall be the date of your joining the duties and you have to report for joining the Company not later than **August 09, 2022** else this offer stands automatically cancelled.

2. Location / Transferability

Your services are presently placed at our Noida Office and your services may be transferred to any other department, subsidiary, associate company, or joint venture at any other location on the same terms & conditions subject to our business requirements.

You may be required to report to any other Officer of the Company depending on the nature of the assignment/task given to you.

As the Company or its associated companies are involved in a regional business and may have interests and business dealings in other Indian regions or overseas, in the performance of your duties of employment with the Company or its associated companies, you shall be required from time to time to travel and render your services throughout the world at any given time by the Company.

3. Remuneration/Salary

You will be paid the total remuneration of **INR 4,50,000** p.a. A projected salary break up is enclosed in Annexure A.

You will be entitled to other benefits, in accordance with the policy of the Company in force from time to time.

4. Background Checks / Disclosure of Information

The Company may, at any time, (or as part of the joining formalities) conduct reference / background checks (including but not limited to the previous employers, education qualifications etc). In the event the statements / particulars furnished by you is found to be false or misleading or any information was suppressed, or if the Company, during the course of the check receives

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Harshit

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Registered Office: Regus Elegance, 2F Elegance, Jasola District Centre, Old Mathura Road, New Delhi - 110025

CIN Number: U72900DL2006PTC35208 | **Tel:** +91-120-4601800 | **Email:** info@tothenew.com



any adverse report against you that may be detrimental to the interests of the Company, then, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein. The Company retains all its rights to initiate action against you before appropriate forums of law and as they deem fit. In the event there are any pending / closed legal cases against you in your professional capacity in the courts of law, you shall disclose the same to the undersigned immediately.

5. **Services**

You will be responsible to discharge all the services as were assigned to you from time to time and you have to discharge duties in a diligent, trustworthy, businesslike and efficient manner. You will abide by the rules and regulations that are applicable from time to time by the Company. If required, the Company will provide required training to you in updating your relevant knowledge for discharge of your duties efficiently & effectively, which will be as per the needs of business of the Company from time to time.

6. **Annual Review**

At the discretion of the Company, your services and total compensation may be reviewed by the Company from time to time or annually as per the policy of the Company subject to your effective and satisfactory performance of service. In the event your performance is not up to the mark or falls short of the minimum standards set by the Company, then, the Company shall have the right to terminate you as per Clause 15 of this offer letter.

7. **Expenses**

The Company will reimburse authorized reasonable expenses you may incur on Company business during the course of employment. Claims for expenses will be subject to the Company's Policy from time to time and approval from the concerned Authority in writing. The claim should be accompanied by reasonable proof of the expenditure. No employee is entitled to authorize his or her own expenses.

8. **Personal Information**

The personal information you provide to the Company in connection with your recruitment and subsequent employment will be used for the purpose of administering your employment with the Company and the Company's human resources generally. The Company may give out some of this information to other parties authorized by law to receive it. You have the right to access and correct personal data the Company has which relates to you. Any request for personal data access and/or correction should be addressed to the Human Resources Department.

9. **Hours of Work**

Your working days and shift timings will be indicated to you as per current operations of the Company. It will be necessary to work any time, including in shifts, at the sole discretion of the management, and if it so requires on all the days including Saturdays, Sundays and Holidays.

10. **Leave**

All Employees are entitled to leaves as per HR policy in effect. Leaves will be credited on a pro-rata basis from the date of your joining.

If you are absent from duty without any prior intimation to your immediate Supervisor/Reporting Authority, it will be considered as an act of indiscipline and will be dealt as per the disciplinary policy.

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This would also attract Loss of Pay. You are required to follow the Company Leave Rules effective from time to time, which will be communicated to you.

Absence for a continuous period of 7 days including absence when leave though applied for but not granted and when over-stayed for a period of 7 days would make you lose your lien on the service and the same shall automatically come to an end without any notice or even intimation. In such an eventuality, the Management will draw an irresistible presumption that by remaining absent continuously and unauthorizedly, you have abandoned your job.

11. Intellectual Property

You acknowledge that all materials you create in the course of your employment (regardless of the form they take) will belong to the Company so that the Company is considered their author or producer. If, for any reason, you are considered the author or producer of these materials, you hereby assign to the Company all right, title and interest you may have in them.

Without prejudice to this provision, you confirm that you have declared to the Company all of your business interests existing at the date on which your employment commences, whether or not they are similar to or in conflict with the business of the Group Companies (including the Company). If these interests change during the term of your employment, you will promptly notify the Company.

12. Confidentiality

You agree that the terms and conditions applying to your employment are strictly confidential. Any disclosure of these terms and conditions to third parties (including other employees of the Company or any other entity within the Group companies) constitutes a breach of your employment.

You also acknowledge that the information you acquire about the Company and any of the Group Companies in the course of your employment by the Company is highly confidential. You agree during the term of your employment hereunder and thereafter not to use such information for any purpose other than for the sole benefit of the Group Companies (including the Company) and you agree not to disclose any such information to any third party without the prior consent of the Company.

The terms and conditions of this letter along with the remuneration shall at all times be kept confidential.

13. Security

You agree that you will (i) adhere to security practices as per the security policy of the organization applying to your employment; (ii) avoid usage of prohibited devices in the office premises.

You are authorized to use email ID provided to you by the organization only for internal communication and /or for communication with clients and / or customers we are dealing with on a regular basis.

You recognize and agree that you have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that your activity and

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Harshit

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any files or messages on or using any of those systems may be monitored at any time by the Company without any notice to you. You also agree that such measures are fair and reasonable and are not an infringement of your privacy.

Any disclosure of information to third parties except on a "need to know" basis (including other employees of the Company or any other entity within the Group companies) constitutes a breach of your employment and the Company shall take any appropriate action as it deems fit.

14. Notice of Termination

Either party may terminate Service by giving Sixty [60] days' notice or basic salary in lieu thereof, subject to the Company accepting basic salary in lieu of notice. However, in the event of you committing any criminal offense or indulging in activities which amount to moral turpitude or acting against the interest of the Company, you shall be liable to be dismissed forthright after getting an opportunity of being heard, without any further notice.

Further, the Company may terminate this contract, without prior notice or payment in lieu of notice for serious misconduct in accordance with relevant laws or any material breach of this contract including, in particular, any breach of paragraph 13, 14 and 18 of this contract.

Upon termination of your employment for any reason, the Company will be entitled to deduct any amounts you owe to the Company or any of the Group Companies from amounts owed to you.

No salary or incentives shall be payable after the effective date of termination. No bonus will be payable if an employee is serving notice at the time of declaration of disbursement of bonus amount. Upon termination of this contract for whatever reason, you shall return all the Company and client information and data (including copies thereof) in your possession and also hand over all the official assets and property in your custody.

15. Engagement in other Business and Non-Compete

You acknowledge, agree and undertake to devote your whole working time and attention to the service of the Company during the term of your employment with it.

During the term of your employment, you shall not (without the Company's prior written consent) directly or indirectly own, manage, control, participate in, consult with, render services to or engage in the business of any other entity or organization whether as an employee, officer, director, agent, partner, consultant or otherwise.

During the course of your employment and for twelve months thereafter, you shall not, directly or indirectly, solicit or transact or engage in or be employed in any business in competition with the business of the Company including but not limited to directly or indirectly soliciting or transacting from or with any of the Company's customers, clients, vendors, agents, suppliers or advisers. You agree that this is necessary to protect the interests of the Company and does not impede or restrict your freedom to trade.

16. Transportation

You will be responsible for making your own transportation arrangements to and from work. However, the Company on its own discretion may provide transport service as an additional benefit which the company can discontinue at any time without any prior notice.

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Harshit

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In case of any mishap while availing the transport service, you or anyone else on your behalf including but not limited to your family, relatives and friends will not hold the Company, its directors, other employees or business associates responsible. The Company has no liability whatsoever in this regard.

17. Employment Guidelines

This offer & appointment letter incorporates the Company's Employment Guidelines and the Company reserves the right to amend or introduce fresh Employment Guidelines from time to time. By signing this offer & appointment letter, you agree that you will regularly visit the intranet of the Company and apprise yourself of the existing policies and procedures which will be binding upon you.

18. Precedence

In the event of any inconsistency between this offer & appointment letter and HR Policy, the terms and conditions of the HR Policy shall prevail.

19. Age of Retirement

In the normal course of employment you will be retired from the services of the Company on attaining the age of 58 years. The proof of age shall be the one recorded in the school leaving certificate or birth certificate, as submitted and noted in the Company's records.

20. Relocation Benefit

A new hire residing in cities other than their designated place of work, are eligible for relocation benefit as per the prevailing policy. The relocation benefit can be availed only with prior approval and there's a lock-in period of 1 year, i.e., any new hire leaving TTN before completion of 1 year of continuous service, calculated from the date of joining, will have to repay the relocation expenses claimed by him/her.

21. Miscellaneous

Any claim against the Company shall be brought within six (6) months of your date of relieving from the Company.

You shall not pledge/use the Company's name for personal purposes unless otherwise authorized by the Company.

The Company shall not be responsible and liable for any actions committed or executed by you in your personal capacity within or outside the office during the course of your employment with the Company. All liabilities arising out of such actions shall be your sole responsibility.

You shall not give or receive any gift /cash equivalent of the same unless otherwise authorized by the Company.

This offer & appointment letter constitutes the written terms and conditions governing your employment with the Company. Please, therefore, signify your acceptance of terms contained herein by duly signing and returning, the enclosed duplicate copy to the Company on the same day.

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Harshit

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Please bring the documents as mentioned in Annexure B on the date of joining.

We wish you the best of luck and invite you to our exciting team of employees in the Organization.

For TO THE NEW Private Limited,

Kirti Sharma

Kirti Sharma
Assistant Vice President - Human Resources

I hereby voluntarily accept the above offer of employment along with the total terms & conditions.

Signature: *Hanshit*

Name: _____

Date: _____

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ANNEXURE A

Harshit Singh - Software Engineer		
	Components	Amount (in INR per annum)
A	Basic Salary	2,53,200
B	Special Allowance (Fixed CTC (E) - (Basic Salary (A) + Flexible Benefits Plan (C) + PF - Employer contribution (D))	55,116
C	Flexible Benefits ¹	1,11,300
D	Provident Fund - Employer Contribution	30,384
E	Fixed CTC	4,50,000
Other Benefits: <ul style="list-style-type: none"> • Gratuity - As per gratuity Act. • Group Medical Insurance Coverage - Employee, Spouse and two dependent children. • Group Personal Accident Insurance Coverage - Employee only. 		
¹ As per company policy. Any unallocated and unclaimed FBP balance will be considered as a part of Special Allowance and taxed accordingly.		

Kirti Sharma

Harshit

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ANNEXURE B

List of documents you need to carry in Original for verification and to process your joining formalities.

- ☐ Academic & Professional Certificates - 10th, 12th, Graduation, PG/Masters
- ☐ Proof of Last Employment - Latest three month's Salary Slip, Offer & Appointment Letter, Relieving Letter, Last increment Letter (if any)
- ☐ Proof of Identity and Date of Birth - PAN & Aadhar Card
- ☐ Proof of Address (permanent and current) - Aadhar Card/Voter ID/ Driving License/ Electricity Bill/ Telephone Bill/ Bank Statement
- ☐ PF Account Opening - Cancelled Cheque of any Bank Account (which has your full name mentioned) or Self-attested Bank statement

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From: Megha Goyal <megoyal@tractionondemand.com>
Date: Tue, Oct 26, 2021 at 6:31 PM
Subject: Re: Shortlisted students list for demo round
To: Vinayak Gupta Head Placement & Outreach JECRC <vinayakgupta.hr@jecrcu.edu.in>

Hi Vinayak,

Kindly find the below list of the selected candidates in Traction On Demand. I'll be rolling out their offers within this week.

First Name	Last Name	Contact Number	College
Vikash	sharma	8562854157	JECRC
STUTI	JAIN	8094000202	JECRC
Nishtha	Maheshwari	6377993378	JECRC
Siddhant	Aasarmya	6375522576	JECRC

At TrueBlue, our inclusive working environment enables collaboration and the right work-life balance. I am sending this message now because it is a convenient time for me. I do not expect that you will read, respond to or action this message outside of your working hours.

From: Kalra, Divya

Sent: Tuesday, December 21, 2021 12:45 PM

To: Laxmi Poonia <laxmi.poonia@jecrcu.edu.in>

Cc: Director-HR JU <director.hr@jecrcu.edu.in>; Manish Jain <deputyregistrar@jecrcu.edu.in>; Negi, Rajeshwari <Rnegi@PeopleScout.com>

Subject: RE: Campus Recruitment

Hi Laxmi,

Please find below the selected candidates' details:

Name	Designation	Contact No.	Email ID	Source name
Shlok Nigam	Recruiting Coordinator	7014190259	shloknigam8@gmail.com	JECRC University
Nisha chakravati	Recruiting Coordinator	9024748213	nishachakravati@gmail.com	JECRC University
Harshita sharma	Recruiting Coordinator	8279277591	harshitasharma3625@gmail.com	JECRC University
Manoj Haldia	Recruiting Coordinator	9951141524	manojhaldia2002@gmail.com	JECRC University

Regards,

Divya Kalra

Recruiting Coordinator

Cell +91-8588826024

Mail ID: dkalra1@trueblue.com

www.TrueBlue.com/

At TrueBlue, our inclusive working environment enables collaboration and the right work-life balance. I am sending this message now because it is a convenient time for me. I do not expect that you will read, respond to or action this message outside of your working hours.

From: Kalra, Divya

Sent: Friday, December 17, 2021 11:48 AM

To: Laxmi Poonia <laxmi.poonia@jecrcu.edu.in>

Cc: Director-HR JU <director.hr@jecrcu.edu.in>; Manish Jain <deputyregistrar@jecrcu.edu.in>; Negi, Rajeshwari <Rnegi@PeopleScout.com>

Subject: RE: Campus Recruitment

Hi Laxmi,



TRUEBLUE INDIA LLP

Gurgaon Address:
6th, 11th & 12th Floor, Tower 1,
Candor TechSpace IT/ITES SEZ,
Village Tikri, Sector 48,
Gurgaon, Haryana, India - 122001
Phone: 0124-647-3000

Bengaluru Address:
3rd Floor, Candor Mirage,
101/1, Richmond Road,
Richmond Town,
Bengaluru, India - 560025
Phone: +91-80-41242000

10th August 2022

Subject: Appointment Letter setting forth the terms of employment

Confidential

Dear Shlok Nigam,

Further to our discussions, we have the pleasure to offer you **Shlok Nigam, Father's Name: Alok Nigam, 4-120, B Block Near Shiv Mandir Panchsheel Nagar, Ajmer Rajasthan 305001, aged 21** ("colleague/you/your") a full-time appointment with TrueBlue India LLP, ("TrueBlue India/Firm/us/our") as per the terms of reference given below.

Terms and Conditions

1. Appointment

- 1.1 TrueBlue India offers to employ you at the position of **Recruiting Coordinator** subject to your acceptance of the terms and conditions of this Appointment Letter. This position is not a job description and may be changed by TrueBlue India.
- 1.2 At all times during your employment with TrueBlue India, apart from the terms of this Appointment Letter, you will be governed by the code of conduct, rules, regulations, policies, procedures drafted and enforced by TrueBlue India, governing various aspects of your employment (collectively called the "**Policies**"). You understand that TrueBlue India may change, rescind, delete or add any Policies, from time to time, in its sole and absolute discretion, with or without prior notice. You agree that it is your responsibility to update yourself with the terms of the Policies, which are made available in their latest updated form on TrueBlue India's Intranet, for your reference.
- 1.3 Subject to your accepting this Appointment Letter and reporting to duty on or before **10th August 2022**, your appointment is effective from your date of joining.
- 1.4 Your appointment shall commence from your date of joining and continue until terminated in accordance with clause 6 of this Appointment Letter. The entire period of your employment with TrueBlue India shall be referred to as "the **Employment Term**".
- 1.5 You will be required to work out of our office located at 6th Floor, Tower 1, Candor TechSpace IT/ITES SEZ, Village Tikri, Sector 48, Gurugram, Haryana 122001, India, or at such other locations as may be required as per TrueBlue India. On the date of joining, you will be requested to report to our office at 11th and 12th Floor, Tower 1, Candor Tech Space, IT/ITES SEZ, Village Tikri, Sector 48, Gurgaon, Haryana 122001, India, where you will undergo your training. You will be reporting to such person in TrueBlue India as may be indicated to you from time to time by TrueBlue India's Human Resource team or by your supervisor/manager. However, your services are transferable, and you can be seconded or deputed by TrueBlue India to any of its operations or operations of its associate entities or other legal entities in India or abroad. TrueBlue India further reserves the right to transfer your employment to any other company or legal entity, as part of any transfer of undertaking of TrueBlue India or as part of any restructuring or amalgamation or such other plan implemented by TrueBlue India or by which TrueBlue India is bound, on such terms and conditions as applicable to such plan.
- 1.6 This employment offer is contingent upon the satisfactory outcome (as determined by TrueBlue India) of the pre-employment screening activities (including reference check of former employment, background check and criminal history check if applicable) required by TrueBlue India.



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- 1.7 Please be advised that TrueBlue India is issuing this Appointment Letter on the premise that the information supplied by you including but not limited to your qualifications or credentials, or background check based upon which TrueBlue India has formed its opinion to employ you, is true and correct and if, at any stage, during the subsistence of your employment, it is found that you have stated false facts or made any misrepresentations, the same shall become a cause for the immediate termination of your employment.

2. Probation & Confirmation

- 2.1 Upon your joining, you shall be on a probationary period as under:
- 2.1.1 In case you are a non-campus hire: You shall be on a probationary period of 6 (six) months from your date of joining, extendable to such further periods basis review of your performance by TrueBlue India.
- 2.1.2 In case you are a campus hire: You shall be on a probationary period which shall be longer of: (i) 6 (six) months from your date of joining, extendable to such further periods basis review of your performance by TrueBlue India; or (ii) until declaration of your final results and successful clearance thereof, which will be evidenced by submission of mark sheets. You clearly understand that you will continue to remain on probation and shall not be confirmed until you submit your semester/ year wise mark sheets, consolidated mark sheet and provisional degree to TrueBlue India.
- 2.2 During the probationary period, your performance will be reviewed by TrueBlue India based on your parameters including without limitation to time spent by the colleague on each project, number of client interactions and based on your performance, TrueBlue India reserves the right to either confirm your appointment or extend your probationary period. In the event TrueBlue India, at its sole discretion, extends the probationary period for such period as it may deem fit, any such extension of probation shall be communicated to you in writing/vide an e-mail. Further, upon extension of probationary period, your performance shall continue to be evaluated by TrueBlue India and if found satisfactory, your employment will be confirmed.
- 2.3 Subject to clauses 2.1 and 2.2 above, upon successful completion of your probationary period (including any extension thereof) your employment will be confirmed in writing/vide an e-mail, unless otherwise communicated to you by TrueBlue India. Kindly note, there will be no automatic confirmation of employment, even though the period of probation may have lapsed.

3. Duties and Responsibilities

- 3.1 You agree and acknowledge that during the Employment Term, you will diligently, faithfully and to the best of your ability discharge your duties and provide to/ perform for TrueBlue India and its affiliates, the services relevant to your job description or other job responsibilities as assigned to you by your supervisor/manager from time to time, in a competent and professional manner, to the reasonable satisfaction of TrueBlue India.
- 3.2 You undertake that during the Employment Term, you shall take proper care of TrueBlue India's property/ies, resource/s and equipment/s in your possession.
- 3.3 You acknowledge and understand that work from home is a temporary working arrangement, adopted by TrueBlue India in order to ensure health and safety of its colleagues and the same maybe rescinded or prolonged based on statutory guidelines and TrueBlue India's discretion. You agree to provide complete support during this period by continuing to work in the most efficient manner with an aim to expand our business. Further, in order to ensure continuous growth and productivity in your performance, you agree to comply with the terms of work from home policy of TrueBlue India enforced from time to time.



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4. Working Hours

- 4.1 The colleague is required to work in shifts, for a minimum of 40 (forty) hours per week. Shift timings shall be provided by the supervisor/ manager and may be subject to change, based on TrueBlue India's requirements.
- 4.2 TrueBlue India expects a colleague to perform well and ensure quality results. This may sometimes require putting in extra hours of effort. Colleagues may be required to work for such additional hours as may be necessary for proper performance for their duties.
- 4.3 You may also be required to work in shifts, including night shifts, depending on TrueBlue India's needs. It is expressly agreed that if you fail to report to work or perform the work according to the scheduled working hours or you resort to stoppage of work, whether alone, or with others, you will be entitled to receive salary only in proportion to the working hours during which you actually performed work, apart from the fact that strict disciplinary action may be taken against you. Furthermore, if despite disciplinary action such violations continue, it will be construed as a gross indiscipline and professional misconduct amounting to good cause for immediate termination of your employment, as per TrueBlue India's discretion.

5. Leaves

- 5.1 You will be entitled to leaves from your date of joining in accordance with TrueBlue India's Leave & Holiday Policy. All colleagues are encouraged to avail their accumulated leave balance and take annual leave, to ensure sufficient rest period away from work place as it is in the best interests of both the colleague and TrueBlue India. However, you must obtain prior approval of your supervisor/ manager prior to availing leaves.

6. Termination

- 6.1 You may terminate your services with TrueBlue India, by resigning, as under:
 - 6.1.1 At any time during the probationary period (including the extended probation), by giving prior written notice of 30 (thirty) days, to TrueBlue India.
 - 6.1.2 Once your employment is confirmed in writing, after successful completion of your probationary period, by giving prior written notice of 60 (sixty) days, to TrueBlue India.
- 6.2 Your resignation shall be subject to fulfillment of notice period, proper handover of the property and any other conditions as may be communicated to you in writing by TrueBlue India. It is further clarified that should the colleague fail to fulfil to discharge any of his/ her exit obligations, TrueBlue India reserves the right to take appropriate action as it deems fit in the given circumstances including withholding the full and final settlement of the colleague or deducting/ adjusting any amounts therefrom or even seeking recovery of such amounts etc.
- 6.3 Additionally, TrueBlue India may, at its sole discretion, relieve you from such date as it may deem fit, even before the expiration of the notice period. Under these circumstances, TrueBlue India will ordinarily pay you compensation for the unexpired period of the notice period. TrueBlue India at its discretion reserves the right to withhold compensation, without incurring any liability should there be a material breach of your duties or obligations, or gross indiscipline or misconduct during the Employment Term.
- 6.4 TrueBlue India may terminate your services, without cause, as under:
 - 6.4.1 At any time during the probation period (including the extended probation) by giving prior written notice of 30 (thirty) days to the colleague.



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- 6.4.2 Once your employment has been confirmed, in writing, after successful completion of your probationary period, by giving prior written notice of 60 (sixty) days to the colleague. However, TrueBlue India reserves the right to pay salary in lieu of notice to the colleague, for the relevant notice period and terminate your employment with immediate effect.
- 6.5 TrueBlue India may terminate your services immediately without any compensation or notice or payment in lieu thereof for good cause, if you are in breach of your duties or obligations, or commit breach of trust or gross indiscipline or misconduct or commit breach of any applicable law, Policies including TrueBlue India's Code of Business Conduct or any of the terms and conditions set forth herein, which breach either (i) is incapable of remedy; or (ii) if capable of remedy, has not been remedied by you for at least 5 (five) days after receipt of notice from TrueBlue India. The said right of TrueBlue India is without prejudice to its rights in law or equity to initiate other legal action as it deems fit to protect its interests. Notwithstanding anything contained in this agreement, in case of a campus hire, if within 12 (twelve) months of your date of joining: (i) you are unable to supply your graduation mark sheets and provisional degree to TrueBlue India, or (ii) fail to clear your final exams or get a back in any subject, or are unable to successfully obtain your degree, for any reason whatsoever, each of these instances shall also amount to good cause for immediate termination of your employment by TrueBlue India, irrespective of the term of your employment.
- 6.6 In the event of your continuous absence for a period of at least 15 (fifteen) working days, without formal request or permission from the management for the same, it shall be deemed to be abandonment of service and accordingly your employment may be terminated by TrueBlue India with immediate effect.
- 6.7 Subject to earlier termination of your employment, you shall retire on your 60th birthday or the day immediately preceding such date, if your birthday does not fall on a working day.
- 6.8 Upon termination of your employment with TrueBlue India, it is agreed that any assets and amounts due to TrueBlue India by you shall be held in trust by you for and on behalf of TrueBlue India and subject to the provisions of this Appointment Letter, TrueBlue India commits itself to hold all amounts due to you in trust for you and on your behalf. TrueBlue India shall have the right to retain any amounts otherwise payable to you to satisfy any of your obligations as a result of any breach on your part.
- 6.9 Please note that, in case the separation procedure is initiated remotely, TrueBlue India reserves the right to record the same. Once the virtual meeting is concluded, the IT department will get in touch with the colleague to recover Firm's assets. The full and final settlement will be initiated once assets have been recovered from the colleague and his/her exit formalities are successfully completed.
- 6.10 TrueBlue India may proceed against you to seek injunction in an appropriate court of law against your working in any other company/firm/business before you are relieved from TrueBlue India. In addition to any other remedies which TrueBlue India may have at law or in equity, you agree that TrueBlue India shall have the right to have all provisions of this Appointment Letter specifically performed including the post-employment restrictions stipulated in clauses 7 and 11.
- 6.11 The terms of this Appointment Letter are strictly confidential between you and TrueBlue India and any breach of this confidence will be viewed with utmost seriousness. Your obligations set forth in clauses nos. 7, 8 and 11 shall survive expiration or termination of your employment contract with TrueBlue India.
- 6.12 Upon the termination of your employment, TrueBlue India shall issue you an experience letter wherein TrueBlue India reserves the right to specify your conduct and behavior during the Employment Term including reasons of termination.



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7. Confidential Information

- 7.1 You will be required as a material condition of your employment with TrueBlue India to sign TrueBlue India's standard Non-Disclosure Agreement and abide by the terms thereof. You agree and acknowledge that fulfillment of these confidentiality obligations is an essential term of your employment and any violations of these obligations may lead to good cause for termination of employment.

8. Intellectual Property Rights

- 8.1 All intellectual property rights in any work or material developed by you during the course of your employment shall belong to and be the property of TrueBlue India. You understand and acknowledge that you shall not be entitled to claim any rights over such intellectual property. You hereby irrevocably, absolutely and perpetually assign to TrueBlue India worldwide rights in respect of all of your rights, title and interest, including intellectual property rights, in respect of TrueBlue India's intellectual property developed by you, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term.
- 8.2 Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957 (of India), any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if TrueBlue India does not exercise the rights under the assignment within a period of 1 (one) year from the date of assignment. If required by TrueBlue India, during or after your Employment Term, you shall assign and transfer in favor of TrueBlue India or, at the request of TrueBlue India, in favor of any of its subsidiary, affiliate, customers or other persons, all intellectual property rights in such works or materials and shall execute such deeds and documents, as TrueBlue India may require, to effectually vest in TrueBlue India, any of its subsidiary, affiliate, customers or other persons as TrueBlue India may require, any and all intellectual property rights and benefits in such works or materials. In performance of your duties and responsibilities, you shall not use or infringe any intellectual property/ies or rights of any other persons.

9. Compensation

- 9.1 Your gross annual compensation will be the aggregate of Fixed Compensation and Benefits as set forth in the Annexure ("**Compensation**") and will be subject to deduction of tax at source. Your Compensation will be reviewed periodically as per TrueBlue India's compensation review cycle.
- 9.2 Basis your level at the Firm you may be eligible for a variable bonus component, depending on TrueBlue India's sole discretion. In case your level is or becomes eligible for such variable bonus component and TrueBlue India decides to grant you the same, your variable bonus component will be calculated commensurate with the bonus target that is established for your level within the Global TrueBlue Organization.
- 9.3 TrueBlue India assumes no responsibility for your personal tax affairs, and your tax liability in respect of your Compensation is entirely your responsibility. Provided however, TrueBlue India may from time to time, withhold any tax as may be required by applicable law. It is a condition of your employment that you will abide by TrueBlue India Policies of maintaining strict confidentiality of the compensation you receive from TrueBlue India.
- 9.4 It is however clarified that the Benefits as set forth in Part B of the Annexure are provided on a voluntary basis by TrueBlue India in accordance with TrueBlue India's Policies in force at present, and hence are liable to (i) change from time to time; or (ii) be withdrawn any time. During the term of your employment with TrueBlue India, you will be subject to all such applicable rules and regulations in accordance with TrueBlue India's policies and procedures as may be in force from time to time.



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- 9.5 During the course of your employment, you are entitled to receive monthly Compensation on or before the last working day of each calendar month.

10. Learning & Development

- 10.1 During the course of your employment with TrueBlue India, you may be required to undergo some training programs or engage in some process implementation or other skill enhancement activities in India or abroad. TrueBlue India will bear the costs and expenses in relation to such programs. However, you will be required to be in the employment of TrueBlue India for a minimum specified period after such programs, failing which you will be required to reimburse such costs and expenses incurred by TrueBlue India in relation to such programs.
- 10.2 Regarding the aforesaid, TrueBlue India reserves the right to ask you to sign a contract associated with the training/assignment. In the event of any breach of the conditions associated with such contract, TrueBlue India will invoke the appropriate penalty clauses and you will be liable to pay the damages as provided in the agreement. Your refusal to undergo such training programs on such terms would be considered as a material breach of the terms of employment and in such case, TrueBlue India shall have the right to terminate this engagement, by giving you 5 (five) days' notice as referred to in clause 6.5 above, without being under obligation to make any payments to you.

11. No-Competition Covenant

- 11.1 While in the employment of TrueBlue India, you shall:
- use your best endeavor to defend and promote the business interests of TrueBlue India;
 - devote your full time, attention and efforts to serve TrueBlue India; and
 - whether by yourself, your employees, agents, or otherwise, and whether on your own behalf or for any other person, or entity in India or elsewhere, not directly or indirectly engage or be interested in engagement, practice of any business, profession or vocation, including any activity, which competes with activities of TrueBlue India or conflicts with your position in TrueBlue India (including without limitation, accepting employment with, be employed or engaged or joining services or otherwise interested in any business of any competitor and/or, client of TrueBlue India, or any other third party).
- 11.2 You confirm that as on the effective date of your appointment, you do not have any business, professional or other interests that may be conflicting with any of the foregoing statements. Since your appointment with TrueBlue India is on a full-time basis, you shall not take up any assignment, including those in the nature of any business, profession or vocation, without prior written consent of TrueBlue India, which consent may be granted at TrueBlue India's sole discretion.

12. Miscellaneous

- 12.1 Should any provision of this Appointment Letter be held invalid or unenforceable, such invalidity will not invalidate the whole of this Appointment Letter and the remainder of this Appointment Letter will remain in full force.
- 12.2 The terms and conditions under this Appointment Letter shall be governed and construed in accordance with the laws of India. In the event of any dispute or claim arising under this Appointment Letter or in connection with your employment with TrueBlue India, such dispute or claim shall be referred to the Courts at New Delhi, which shall have exclusive jurisdiction to decide any dispute arising between the Parties.

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We take this opportunity to congratulate you and look forward to a long and mutually beneficial association with you. We trust our relationship will be guided by a quest for excellence in all facets of our interactions as well as based on a foundation of mutual respect and sincerity in all dealings.

Welcome to TrueBlue India!

Kindly return a copy of this Appointment Letter duly counter signed by you in acceptance of the terms and conditions set out therein.

Sincere regards,
For TrueBlue India LLP

Authorized Signatory

Acceptance

I undertake that I have read, understood and agreed upon the terms and conditions of my employment contained in the Appointment Letter. I also understand that the Policies of TrueBlue India are subject to amendments and additions. I also promise to keep myself updated and adhere to and abide by the terms of such Policies as enforced and as may be amended from time to time. Additionally, by signing this Appointment Letter:

- I consent to the collection, processing, disclosure and transfer of my personal information, including my sensitive personal information by TrueBlue India in accordance with the privacy policy of TrueBlue India.
- I consent to all reference, background and criminal history checks, as may be deemed necessary by TrueBlue India, and
- I confirm that I have no contractual commitments or other obligations that would prohibit me from being employed by or performing services for TrueBlue India.
- I hereby solemnly affirm and declare that I have never been convicted of any crime or offence in any country nor have I been in any financial organizations defaulters list. I further declare that, I have never been accused of any offence and no civil/criminal matter is pending adjudication, against me, before any authority or Court of law, nor any investigation is pending against me.

Name: Shlok Nigam

Signature: _____

Date: 10th August 2022

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SALARY ANNEXURE**A. FIXED COMPENSATION**

	Per Annum	Per Month
Basic Salary	180000	15000
Company's Contribution to PF	21600	1800
Flexible Salary	148400	12367
Broadband Allowance		
Total Salary & Allowances	362000	30167

B. OTHER BENEFITS

Current benefits available to you are as follows:

Benefit Value

Medical Hospitalization as per company policy	Rs. 200,000 / 600,000
Life Insurance	3 times of CTC
Personal Accident Insurance	3 times of CTC
Gratuity as per rules	
Annual Earned Leaves Entitlement	22 days
Annual Sick Leaves	12 days
Holidays	10 days
Medical Benefit under the ESI Act (Applicable for employees with Monthly gross compensation less Employer's Contribution to Provident Fund < Rs.21000)	AS PER THE ACT

** Transport Deduction of Rupees 1000 per month applicable for those who are availing company transport

Poonam Gupta

For **TrueBlue India LLP**

Authorized Signatory

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement, hereinafter referred to as “this **Agreement**”, is executed at Gurugram, on this 10th August 2022 with Effect from 10th August 2022.

BY AND BETWEEN:

TrueBlue India LLP, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office at H 3/63 First Floor, Vikaspuri, West Delhi 110018, through its authorized representative Poonam Gupta,

duly authorised vide a partner's resolution dated **10th August 2022**, hereinafter referred to as "**TrueBlue India**", which expression shall unless repugnant to the context or meaning thereof, include the LLP, its partners, its successors-in-interest, successors-in-title, administrators, legal representatives and permitted assigns.

AND

Shlok Nigam, son of / daughter of/ wife of Alok Nigam, resident of, 4-120, B Block Near Shiv Mandir Panchsheel Nagar, Ajmer Rajasthan 305001 hereinafter referred to as "**the Colleague**", which expression shall include his / her legal heirs, successors, administrators, legal representatives and permitted assigns.

That TrueBlue India and the Colleague are individually referred to as such or as the Party, where the context so requires and are collectively referred to as 'the **Parties**', and any other Party is referred to as 'the **Third Party**'.

WHEREAS TrueBlue India is involved in the business of providing IT/ITES related services namely Computer Software Services, Back-office Support, Information Technology Services, Data Processing Services, Human Resources Services, Support Centre and Website Services (hereinafter referred to as "**the Business**").

AND WHEREAS the Colleague has represented to TrueBlue India that he /she is a **Recruiting Coordinator**.

AND WHEREAS based on the representations made by the Colleague, TrueBlue India has appointed the Colleague pursuant to an appointment letter dated **10th August 2022** (hereinafter referred to as "**the Appointment Letter**"), to provide such services as mentioned in the Appointment Letter and/or the goal sheets as provided by TrueBlue India to the Colleague from time to time (hereinafter referred to as "**the Goal Sheet**"), and the Colleague has agreed to such appointment.

AND WHEREAS as a condition of being employed at TrueBlue India, TrueBlue India requires and the Colleague agrees to enter into this Non-Disclosure Agreement to protect the Confidential Information (defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TrueBlue India and the Colleague agree as follows:

1. INTERPRETATION

- 1.1 Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified, amended or re-enacted whether before or after the date of this Agreement.
- 1.2 Words importing the singular include the plural and words importing any gender include every gender.
- 1.3 Words denoting any gender shall include both the masculine and feminine gender.
- 1.4 Words elsewhere defined / explained in this Agreement shall have the meaning so ascribed to them.
- 1.5 Headings contained in this Agreement are for convenience of reference only and shall not govern the construction or interpretation of this Agreement including any Article, Clause and Recital.
- 1.6 Where any act, matter or thing is required by this Agreement to be performed or carried out on a certain day and that day is not a business day, i.e., it is a holiday, then that act, matter or thing shall be carried out or performed on the next following business day.

2. SCOPE

- 2.1 The Colleague agrees and acknowledges that though the Agreement does not amend, enhance or expand any rights of the Colleague for employment with TrueBlue India, the Agreement puts certain obligations on the Colleague, the fulfilment of which is essential for the Colleague to enjoy continued employment with TrueBlue India.
- 2.2 The Colleague agrees and acknowledges that the confidentiality obligations, as provided in the Agreement, shall continue even after termination of the Colleague's employment with TrueBlue India.
- 2.3 The Agreement constitutes a valid and legally binding obligation, enforceable in accordance with its terms and conditions.

3. CONFIDENTIAL INFORMATION

- 3.1 The Parties acknowledge that by reason of the employer-employee relationship with each other, the Colleague may have access to the Confidential Information (defined below). The Parties further acknowledge that TrueBlue India shall retain the sole and exclusive ownership and intellectual property rights, if any, pertaining to its Confidential Information (defined below) and no license or any other interest is granted to the Colleague by virtue of his employment, except for the rendition of services as per the Appointment Letter. Furthermore, the Colleague shall not seek to obtain any form of intellectual property protection, which is based on the Confidential Information or of the Confidential Information.
- 3.2 The Colleague understands that Confidential Information means TrueBlue India's proprietary information, technical data, trade secrets, contracts, financial information, client lists or prospective client lists, supplier information, customer information (including but not limited to customers of TrueBlue with whom the Colleague got acquainted during his/her employment with TrueBlue), prices, costs, projections, research, product plans, services, ideas, innovations, market opportunities, any information that is confidential and/or of substantial value to TrueBlue India, which value would be impaired, if such information is disclosed to any Third Party, methods and procedures of operation, business or marketing plans, licensed documents, know-how, technology, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, licenses, processes, formulae, specifications, any intellectual property, whether registered or unregistered, of TrueBlue India or any affiliates of TrueBlue India, finances, budgets or business information disclosed to the Colleague by TrueBlue India or created by the Colleague during the period of his/her employment with TrueBlue India, and all copies of any of the foregoing or any analyses, studies or reports that contain or are based upon, or reflect, any of the foregoing hereinafter referred to as "the **Confidential Information**".
- 3.3 The Colleague understands that Confidential Information also includes any other information (i) conspicuously marked "confidential" or "proprietary" if in tangible form, (ii) identified as "confidential" or "proprietary" at the time of disclosure or (iii) any other information that, when taking into consideration the circumstances surrounding disclosure of the same, a reasonable person would determine to be of a confidential or proprietary nature.
- 3.4 The Colleague further understands that Confidential Information does not include any of the foregoing information that is available in public domain through no wrongful act

the Colleague or any Third Party who was under confidentiality obligations with respect to the same.

4. NON DISCLOSURE AND CONFIDENTIALITY OBLIGATIONS

4.1 The Colleague hereby agrees and undertakes, at all times during his employment with TrueBlue India and thereafter, that:

4.1.1 The Colleague shall keep and maintain strict confidentiality of the Confidential Information that may come to his possession or knowledge by virtue of his employment with TrueBlue India and shall use such Confidential Information only for the benefit of TrueBlue India and as may be required to perform services and fulfil duties and responsibilities for TrueBlue India.

4.1.2 The Colleague shall not disclose, divulge, disseminate, lecture upon, publish or otherwise communicate, either directly or indirectly to any Third Party, any Confidential Information without the prior written consent of TrueBlue India.

4.1.3 The Colleague shall act with utmost fidelity and shall not disclose or divulge any such Confidential Information to Third parties or make use of such Confidential Information for his own benefit or otherwise in any manner whatsoever.

4.1.4 The Colleague shall not reproduce, store in a retrieval system or transmit in any form or by any means, whether electronic, mechanical, photocopying, recording, scanning or otherwise the Confidential Information, for his own benefit or for the benefit of any Third Party.

4.1.5 That the Colleague shall not make or retain copy of the Confidential Information, except for the purposes of rendition of services as per the Appointment Letter or the Goal Sheet.

4.1.6 Immediately upon the request of TrueBlue India, the Colleague shall destroy any and all Confidential Information disclosed in a printed or an electronic form or other permanent form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof).

4.1.7 The Colleague shall take all reasonable steps to fulfil the confidentiality obligations imposed herein and exercise every reasonable precaution to

prevent and restrain the unauthorized use or disclosure of such Confidential Information.

4.2 Release from obligations: The provisions of Section 4.1 shall not apply to any Confidential Information disclosed:

4.2.1 If the Confidential Information is already in the public domain by use and/or publication;

4.2.2 If the Confidential Information is properly obtained by the Colleague from Third Parties with a valid right to disclose such information and such Third Party is not under a confidentiality obligation to TrueBlue India; or

4.2.3 If the Confidential Information is required to be disclosed by law or Court / government order provided that the Colleague will notify TrueBlue India prior to making any such disclosure, to give TrueBlue India an opportunity to limit any further disclosure or other use of the Confidential Information;

provided that the Colleague provides prior written notice of such disclosure to TrueBlue India and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure. Furthermore, in case of a dispute, the Colleague shall have the burden of proving that any such disclosure or use falls within any of the exceptions provided in this Clause 4.2.

4.3 The Colleague's obligations with respect to confidentiality shall survive the expiry or termination of his employment with TrueBlue India.

5. RETURN OF CONFIDENTIAL INFORMATION

5.1 Upon termination of employment, the Colleague will return and surrender to TrueBlue India or destroy if so required by TrueBlue India, all such Confidential Information including without limitation, data, information, files, books, magazines, reports, documents, manuals, audio and video tapes, storage devices such as pen drives, discs, hard drives etc. and any other knowledge databases that came in his possession or were entrusted to him, in the course of his employment and he shall not retain any copy thereof in any form whatsoever.

5.2 The Colleague may also be required to execute such other or further agreements and / or undertakings as TrueBlue India may require in this regard, from time to time.

6. REPRESENTATIONS, WARRANTIES, INDEMNITY

6.1 The Colleague represents and warrants that:

6.1.1 In performance of his duties and responsibilities, during the course of his employment with TrueBlue India, he shall not breach any Third Party obligations to keep in confidence proprietary or non-public information, data, material acquired by him, prior to or even during his employment with TrueBlue India and he shall not disclose to TrueBlue India or use any confidential proprietary or non-public information, data or material belonging to the Colleague's former employer or client or any other party.

6.1.2 The Colleague shall not induce TrueBlue India or cause anyone at TrueBlue India to use any confidential proprietary or non-public information, data or material belonging to the Colleague's former employer or client or any other party.

6.1.3 The Colleague's performance of all the terms of the Agreement does not and will not breach any Agreement that he has entered into with any Third Party, including without limitation any agreement to keep in full confidence proprietary information acquired by him in confidence prior to start of his employment with TrueBlue India.

6.1.4 The Colleague shall not enter into any agreement, whether written or oral, that conflicts with the provisions of the Agreement.

6.2 The Colleague agrees and undertakes that he shall indemnify TrueBlue India of costs, losses, liabilities and damages including, without limitation, interest and reasonable attorney's fees arising out of, relating to or resulting from his breach of this Agreement. Moreover, TrueBlue India shall be entitled to recover all costs which it may incur in connection with defending its interests and enforcement of legal rights arising due to the Colleague's violation/alleged violation of the obligations under this Agreement.

7. REMEDIES

7.1 The Colleague acknowledges and agrees that violation of the Agreement by the Colleague may cause immediate and irreparable harm to TrueBlue India, which may be impossible to measure accurately or remedy fully.

7.2 The Colleague understands and agrees that:

7.2.1 Such violation will be construed as a breach of an essential term of the Colleague's employment with TrueBlue India which as a consequence and at TrueBlue India's discretion, may lead to termination thereof;

7.2.2 In addition to and without prejudice to any other rights or remedies that TrueBlue India may have for breach of this Agreement, TrueBlue India shall be entitled to seek extraordinary relief in court, including but not limited to preliminary or temporary injunctions, temporary restraining orders etc.

8. SURVIVAL

8.1 The provisions of the Agreement shall survive the termination of the Colleague's employment with TrueBlue India and the assignment of the Agreement by TrueBlue India to any successors-in-title, successor in interest or other assigns.

8.2 That this Agreement will come into effect from the date of execution and shall be valid until the Colleague's employment with TrueBlue India is terminated in accordance with TrueBlue India's Policies and the Appointment Letter. However, the Colleague agrees and acknowledges that the obligations under clause 3, clause 4 and clause 5 of this Agreement shall survive the termination of this Agreement.

9. GENERAL

9.1 The Agreement sets forth the entire agreement and understanding between the Colleague and TrueBlue India relating to the subject matter contained herein. No addition to, modification, variation, novation of this Agreement, nor any waiver of any rights under the Agreement shall be effective unless reduced to writing and signed by the Parties. Any subsequent change to the Colleague's employment or terms thereof including his duties, responsibilities, rights, obligations or compensation will not affect the validity or scope of the Agreement.

9.2 If one or more of the provisions of the Agreement are deemed invalid or void by law, then the remaining provisions will continue in full force and effect.

9.3 That in case of any dispute or differences arising out of or in connection with this Agreement, the same shall be resolved and governed by the laws of the Republic of India and the Courts at Delhi / New Delhi shall have the exclusive jurisdiction to try such matter.

IN WITNESS WHEREOF, the Parties hereto have set their respective hands on this Agreement on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

TrueBlue India	The Colleague
Signed:	Signed:
Name:	Name: Shlok Nigam
Date:	Date: 10th August 2022
Place:	Place:

Jan 11th 2022Offer Letter for Internship

Mr. Rishabh Singh
MBA
JECRC University
Jaipur

Dear Mr. Rishabh Singh

We are pleased to offer you an internship with **TVS Credit Services Limited, Chennai**, with the following terms and conditions:

1. Your internship program would be for the period starting from **Jan 17th 2022** to **July 15th 2022**.
2. The duration of internship will be for **06 (Six)** months from the date of actual reporting or as per the internship rules notified to TVSCS.
3. You will be assigned to projects as are being defined and designed by us.
4. As a part of the internship, you are required to make field visits to any part in India, as and when needed. TVSCS, as per its policy, would bear the expenses of such field visits.
5. TVSCS is not obligated to pay any accommodation expenses during internship period, except during field visits.
6. You will be paid an amount of **Rs. 20000/- (Rupees Twenty Thousand only)** per month as stipend, towards your internship with us.
7. Your internship relation with the Organization may be terminated at any time with written notice, with or without good cause or for any or no cause, at our discretion.
 - a. You will not disclose or divulge to any person or company except to the extent permitted in writing by the company either during the continuance of your internship with company or any extension thereof and even after the cessation of your internship with the company by any reason whatsoever.
 - b. Any secret affairs, confidential information entrusted to you or coming to your knowledge relating to the company in the course of your internship.
 - c. Any special and / or secret knowledge or processes developed by the company or by its collaborators.

- d. The fruits of any special training that may be imparted to you by the company or the fruits of any research contributed either by you or other employees, in the course of your or their employment shall rest with the company and you shall assign the same in favor of the company without any claim or cost.
 - e. You shall execute any further documents / undertakings as may be required by the company.
8. You will not be eligible for insurance, medical, PF, ESI and other statutory benefits by virtue of this internship.

You acknowledge and agree that you are executing this letter voluntarily and without any duress or undue influence by TVSCS or anyone else. You further acknowledge and agree that you have carefully read this letter and that you understand the terms, consequences and binding effect of this letter.

To indicate your acceptance of TVSCS offer, please return the duplicate copy duly signed by you in the space provided below, by indicating your proposed date of joining the internship.

With best wishes



Human Resource

ACCEPTED AND AGREED:

[Intern Fullname]: _____

Proposed date of joining: _____

Signature: _____ Date: _____

Jan 11th 2022**Offer Letter for Internship**

Ms. Deeksha Purohit
MBA
JECRC University
Jaipur

Dear Ms. Deeksha Purohit

We are pleased to offer you an internship with **TVS Credit Services Limited, Chennai**, with the following terms and conditions:

1. Your internship program would be for the period starting from **Jan 17th 2022** to **July 15th 2022**.
2. The duration of internship will be for **06 (Six)** months from the date of actual reporting or as per the internship rules notified to TVSCS.
3. You will be assigned to projects as are being defined and designed by us.
4. As a part of the internship, you are required to make field visits to any part in India, as and when needed. TVSCS, as per its policy, would bear the expenses of such field visits.
5. TVSCS is not obligated to pay any accommodation expenses during internship period, except during field visits.
6. You will be paid an amount of [REDACTED] per month as stipend, towards your internship with us.
7. Your internship relation with the Organization may be terminated at any time with written notice, with or without good cause or for any or no cause, at our discretion.
 - a. You will not disclose or divulge to any person or company except to the extent permitted in writing by the company either during the continuance of your internship with company or any extension thereof and even after the cessation of your internship with the company by any reason whatsoever.
 - b. Any secret affairs, confidential information entrusted to you or coming to your knowledge relating to the company in the course of your internship.
 - c. Any special and / or secret knowledge or processes developed by the company or by its collaborators.

- d. The fruits of any special training that may be imparted to you by the company or the fruits of any research contributed either by you or other employees, in the course of your or their employment shall rest with the company and you shall assign the same in favor of the company without any claim or cost.
 - e. You shall execute any further documents / undertakings as may be required by the company.
8. You will not be eligible for insurance, medical, PF, ESI and other statutory benefits by virtue of this internship.

You acknowledge and agree that you are executing this letter voluntarily and without any duress or undue influence by TVSCS or anyone else. You further acknowledge and agree that you have carefully read this letter and that you understand the terms, consequences and binding effect of this letter.

To indicate your acceptance of TVSCS offer, please return the duplicate copy duly signed by you in the space provided below, by indicating your proposed date of joining the internship.

With best wishes



Human Resource

ACCEPTED AND AGREED:

[Intern Fullname]: _____

Proposed date of joining: _____

Signature: _____ Date: _____

Feb 14th 2022**Offer Letter for Internship**

Ms. Ishika Agarwal
MBA
JECRC University
Jaipur

Dear Ms. Ishika Agarwal

We are pleased to offer you an internship with **TVS Credit Services Limited, Chennai**, with the following terms and conditions:

1. Your internship program would be for the period starting from **Feb 16th 2022** to **July 15th 2022**.
2. The duration of internship will be for **05 (Five)** months from the date of actual reporting or as per the internship rules notified to TVSCS.
3. You will be assigned to projects as are being defined and designed by us.
4. As a part of the internship, you are required to make field visits to any part in India, as and when needed. TVSCS, as per its policy, would bear the expenses of such field visits.
5. TVSCS is not obligated to pay any accommodation expenses during internship period, except during field visits.
6. You will be paid an amount of **Rs. 20000/- (Twenty Thousand only)** per month as stipend, towards your internship with us.
7. Your internship relation with the Organization may be terminated at any time with written notice, with or without good cause or for any or no cause, at our discretion.
 - a. You will not disclose or divulge to any person or company except to the extent permitted in writing by the company either during the continuance of your internship with company or any extension thereof and even after the cessation of your internship with the company by any reason whatsoever.
 - b. Any secret affairs, confidential information entrusted to you or coming to your knowledge relating to the company in the course of your internship.
 - c. Any special and / or secret knowledge or processes developed by the company or by its collaborators.
 - d. The fruits of any special training that may be imparted to you by the company or

the fruits of any research contributed either by you or other employees, in the course of your or their employment shall rest with the company and you shall assign the same in favor of the company without any claim or cost.

- e. You shall execute any further documents / undertakings as may be required by the company.
8. You will not be eligible for insurance, medical, PF, ESI and other statutory benefits by virtue of this internship.

You acknowledge and agree that you are executing this letter voluntarily and without any duress or undue influence by TVSCS or anyone else. You further acknowledge and agree that you have carefully read this letter and that you understand the terms, consequences and binding effect of this letter.

To indicate your acceptance of TVSCS offer, please return the duplicate copy duly signed by you in the space provided below, by indicating your proposed date of joining the internship.

With best wishes



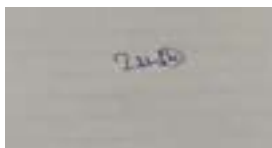
Human Resource

ACCEPTED AND AGREED:

[Intern Fullname]: ISHIKA AGARWAL

Proposed date of joining: 16TH FEBRUARY 2022

Signature: _____



Date: 14TH FEB 2022

Classification: **Internal**



EMPLOYMENT AGREEMENT

This **EMPLOYMENT Agreement** (this “**Agreement**”) is made and executed on this **8th November 2021** at Hyderabad (hereinafter referred to as the “**Effective Date**”).

By And Between

Edupolis Technologies Private Limited, a company incorporated under the Companies Act, 2013 having CIN U72900TG2019PTC133380 and its registered office at Unschool, 2nd Floor, SNP Towers, 2nd Floor JANARDHANA HILLS SERILINGAMPALLY, Gachibowli, Hyderabad, Telangana 500032, India, represented by one of its director Mr. Rahul Varma (“Company” or “Employer” which expression shall, where the context so admits, include its heirs, successors, executors and permitted assigns);

And

Vishisht Sharma, S/D/O Mr. Vikram Sharma aged about **21** years and presently residing at **Sector 15, House No. 166, Malviya Nagar, Jaipur, Rajasthan - 302017**. hereinafter referred to as the “Employee”, which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors, administrators, permitted assigns and legal representatives).

WHEREAS:

- A. In connection with the offer letter given by the Company dated **24th January 2022**, the Company desires to employ the Employee and the Employee accepts the employment of the Company.
- B. In order to more clearly define the relationship between the Company and Employee, the Company and Employee desire to execute this Agreement; and
- C. The Company’s engagement and continual employment of the Employee is conditioned upon the Employee’s express acceptance of and adherence to the terms set forth in this Agreement.

The Company and the Employee shall hereinafter be collectively referred to as “**Parties**” and individually as “**Party**”.

Words of

any gender are deemed to include those of the other gender such as “he” include “she”.

IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED AND OF THE MUTUAL BENEFITS HEREIN PROVIDED, THE COMPANY AND THE EMPLOYEE AGREE AS FOLLOWS:

1. Definitions:

1.1 **"Affiliate"** shall mean a Person that directly or indirectly through one or more intermediaries' controls, or is controlled by, or is under common control with, a specified Person, provided that, in respect of an Employee, Affiliates shall include his relative (as is such term defined in the Companies Act, 2013). For purposes of this definition, "control" means the possession, directly or indirectly, of the power to elect more than 50% of the governing board of such Person or to direct to cause the direction of the management and policies of the Person, whether through ownership of voting securities, partnership or limited liability interests, non-profit membership, contract or otherwise.

1.2 **"Business"** shall mean and include (i) e-learning platform for students (iii) and such other business as the Company may start in the ordinary course of business;

1.3 **"Business Days"** shall mean days other than, Sunday and public holidays in Hyderabad;

1.4 **"Control"** shall mean, with respect to any Person: (i) the ownership of more than 50% (fifty percent) of the equity shares or other voting securities of such Person, (ii) the possession of the power to direct the management and policies of such Person, or (iii) the power to appoint a majority of the directors, managers, partners or other individuals exercising similar authority with respect to such Person by virtue of ownership of voting securities or management or contract or in any other manner, whether directly or indirectly, including through one or more other Persons; and the term **"Common Control"** and **"Controlled by"** shall be construed accordingly;

1.5 **"Non-Compete Period"** shall means the period commencing on from the Effective Date and expiring after 12 (twelve) months from the termination of employment of the Employee in terms of this Agreement;

1.6 **"Non-Competing Business"** shall mean and include any business which does not compete, either directly or indirectly, with the Business or any other business as conducted / engaged by the Company, its Subsidiaries and Affiliates, from time to time.

1.7 **"Person"** shall means an individual, an association, a corporation, a partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including a government or political subdivision, or an agency or instrumentality thereof and/or any other legal entity;

1.8 **"Subsidiary"** shall have the meaning given to it under the Companies Act, 2013;

1.9 **"The standard working hours"** for the Employee will be 11:30 AM to 8:30 PM, 5-6 days in a week. In view of the Employee's position in the Company, the Employee shall effectively perform to ensure results and will be expected to work beyond the standard working hours to achieve the results, whenever the job so requires. Additionally, the Company may implement staggered work shifts, in rare cases of necessity. In such an event, the Employee shall abide by the change in the standard working hours as may be notified by the Company to accommodate such staggered shifts.

2. Duties and Functions.

2.1 Upon the commencement of this Agreement, the Employee shall occupy the position and perform the duties of **Operations Executive** of the Company. The Employee shall fulfill such general duties and responsibilities as are consistent with such position and as are assigned to him from time to time by the Company. Further, the Employee shall perform his duties and functions in such a manner as to achieve the goals set by the Company.

2.2 The Employee agrees that he shall be posted at **Telangana, Hyderabad**. However, during employment with the Company, the Employee may be posted/ transferred at any place in India to any of the offices of the Company or Affiliates either existing or to be set up, without any additional remuneration at the sole discretion of the management of the Company.

2.3 The Employee shall devote all his business time, attention and energies to the Business.

2.4 The Employee agrees that he will, at all times, while performing services for the Company, devote his reasonable best efforts, skill and ability and shall perform his responsibilities in a competent and professional manner.

2.5 The Employee further agrees that during the term of this Agreement, he shall not render commercial or professional services of whatsoever nature to any person or organization, whether or not, for pecuniary gain.

2.6 The Employee agrees and undertakes that during the term of this Agreement, he shall not hold any position (whether directly or indirectly, for profit or not) in any company, organization, entities, partnership and/or joint venture without the prior written consent of the Company.

2.7 The Employee agrees to abide by the rules, regulations, human resource manual, stock option scheme, personnel policies and other policies of the Company and any change thereof which may be adopted by the Company from time to time {"**HR Manual**"}

3. Compensation and Benefits.

3.1 The Employee shall be entitled to the following compensations and benefits as given below:

3.1.1 **Remuneration:** The Employee shall be entitled to the remuneration as set out in detail in **SCHEDULE 1** annexed hereto.

3.2 **Reimbursement of Expenses.** Upon presentation of supporting documentation as may be reasonably satisfactory to the Company, the Company may as per the its policies, reimburse all business-related expenses incurred by the Employee in the performance of his duties hereunder, including, without limitation, those incurred in connection with business-related travel, boarding and lodging, telecommunications and entertainment in accordance with Company's policy in this regard.

3.3 **Withholding & Taxation.** The Remuneration (cost-to-company) paid to the Employee hereunder shall be subject to applicable taxes and the Company may withhold therefrom any amounts as are required to be withheld pursuant to applicable Law. Any tax liability arising in respect of payments made pursuant to the Agreement or income earned by the Employee while the Agreement is in effect shall be borne solely by the Employee. The Company shall only be responsible for withholding taxes from the payments made to the Employee pursuant to the Agreement and payment thereof to the credit of the government in accordance with the Income Tax Act, 1961.

3.4 **Leaves and benefits:** Subject to the applicable laws, the Employee shall be eligible for certain leaves such as casual leaves, sick leaves etc. The terms and conditions for such leaves is governed by the HR Manual of the Company and the Company reserves the right to modify the terms of such HR Manual without any consent of the Employee.

3.5 **Relocation Reimbursement Benefits:** Company shall reimburse as per norms for the expenses he/she and his/her family incur in relocating to the metropolitan area as required by the job in accordance with Company's Relocation Plan and/or as otherwise agreed by Company. In the event that Employee's employment is terminated within one year following the Joining date (i) by Employee or (ii) by the Company, Employee shall and hereby does agree to repay the Company in full for the Relocation Reimbursement done by the company.

3.6 **Joining Bonus Benefits:** If employee shall be entitled to receive a joining bonus, the Joining Bonus will be paid no later than 30 days following the Joining Date. In the event that Employee's employment is terminated within one year following the Joining date (i) by Employee or (ii) by the Company, Employee shall and hereby does agree to repay the Company in full for the Joining Bonus.

4. Term of the Agreement.

- 4.1. The Parties acknowledge that Employee's employment with the Company commenced on Effective Date and agree that it will continue unless terminated by either Party in accordance with the provisions of this Agreement ("**Term**"); Provided, however, that the employee agrees to serve the company for a minimum period of **6 months** from the effective date.

5. Termination of the Agreement.

5.1. Termination by Company for Cause;

5.1.1. The term "Cause" shall include;

- a) Unauthorized leaves taken from the Company;
- b) a material act of dishonesty, or fraud or other willful misconduct by the Employee that is detrimental to the pecuniary interests, reputation or goodwill of the Company, its Subsidiaries and Affiliates;
- c) the Employee's consistent failure to reasonably render the services and perform his duties or breach of any material obligation as provided in this Agreement, which is not cured within 30 (thirty) days following the Employee's receipt of written notice (include written letter or electronic mail) thereof in that behalf from the Company;
- d) unethical business conduct in violation of the policies of the Company or any anti-corruption laws as applicable in India;
- e) breach of any material statutory duty relevant to his role that, if capable of being cured and provided that such breach does not have a material adverse effect on the Company, has not been cured within 30 (thirty) days of the date of notice of such breach;
- f) unauthorized material disclosure of any Confidential Information of the Company, its Subsidiaries and Affiliates; and
- g) Conviction for any criminal offence.

5.1.2. The Company shall be entitled to terminate the services of the Employee for Cause immediately, without serving any notice period to Employee. Further the Company shall not give any severance package or monetary compensation to the Employee upon termination of Employment under Clause 5.1.

5.2. **Termination for Employee's Disability.** After the completion of training Period, if in the sole opinion of the Company, the Employee is unable to carry out the responsibilities and functions of the position held by Employee by reason of any physical or mental impairment for more than 30 (thirty) consecutive days or more than 90 (ninety) days in any twelve-month period, then, the Company may terminate Employee's services, subject to applicable law.

5.3. **Resignation by Employee.** Subject to applicable law and after the completion of Minimum Term, the Employee may, at his option, terminate this Agreement by serving the Company with prior 45 (Forty-Five) days written notice ("**Notice Period**") of his resignation from the Company. Parties understand the following:-

- 5.3.1. the Employee may request the Company to reduce the term of Notice Period and the Company may accept such request. Upon the occurrence of this event, mentioned in clause 5.3.1., the Company at no cost accept such request of the Employee;
- 5.3.2. the Company at its own discretion may also waive off term of Notice Period and compensate the Employee with such amount as it may deem fit.

5.4. **Termination due to Abscond of Employee:** Subject to the applicable law, if the Employee is absent from the office for a period of 3 days such employee shall be referred as Absconded Employee. The Company at its sole discretion terminates the employment of the Absconded Employee by serving notice to such Employee.

5.5. **Termination before the completion of training Period:** Subject to applicable law and before the completion of training Period, the Company owing to the non-performance Employee, at its option, terminate this Agreement by serving the Employee with 1 (one) day prior written notice of his termination from the Company.

6. Effective Date of Termination. Notwithstanding anything in this Agreement, the termination of the Employee's services pursuant to this Agreement shall be effective:

- 6.1. 30 (thirty) days after the Company delivers to the Employee written notice of his termination by reason of the Employee's having become disabled as per Clause 5.2 above;
- 6.2. immediately upon the delivery of written notice to the Employee by the Company of his termination with Cause as per Clause 5.1;
- 6.3. the last working day of the Employee, where Employee delivers to the Company written notice of his resignation in accordance only with Clause 5.3 above. The Employee agrees that during such notice period Employee shall continue to perform his regular duties and will assist the Company. Further the Employee shall be relieved from his duties only after he hands over the Company's property and comply with the terms of full and final settlement policy.
- 6.4. the date mentioned in the termination notice issued by the Company, with respect to event occurred as per Clause 5.4 and 5.5 above.

7. Effect of Termination

7.1. **Effect of termination before the expiry of training Period:** If the employment of the Employees is terminated by the Company before the expiry of the training Period, the Employee shall receive only unpaid salary with respect to the number of days worked by the Employee. For the purpose of clarification, the Company shall not give severance package/salary to the Employee.

7.2. **Effect of termination before the expiry of Minimum Term:** If the Employee violates the Clause 4.1 of this Agreement i.e., Employee terminates this Agreement before the completion of Minimum Term, Employees agrees for the following:-

7.2.1 Shall pay a cost of training of INR **60,000/-** immediately; and

7.2.2 the Employee shall finish all the exit formalities as per the human resources policies/manual of the Company. The Company shall upon receipt of payment of Liquidated Damages, shall relieve the Employee from the duties, within 30 days from the date of payment of Liquidated Damages.

It is hereby clarified that, in the event, if the Employee fails to comply with the conditions mentioned in clause 7.2.1., and 7.2.1., he shall be known as bad leaver ("**Bad Leaver**") the Company shall have a right to receive from the Employee such Liquidated Damages and unliquidated damages, as it may deem fit. Notwithstanding anything contained in this Agreement, upon an Employee becoming a Bad Leaver (including where the Employee's services are terminated for Cause), the Company shall be entitled to all remedies that may be available to it under applicable law.

7.3. **Effect of termination due to Absconding:** If the Employee is absconded, as stipulated under Clause 5.5 of this Agreement, the Company shall have a right to receive from the Employee such damages, as it may deem fit. Notwithstanding anything contained in this Agreement, the Company shall be entitled to all remedies that may be available to it under applicable law

8. Non-Disclosure of Confidential or Proprietary Information.

8.1. The Employee acknowledges that during the course of rendering services and performing his other duties under this Agreement, he will have and / or has had access to information about the Company and / or its Affiliates or otherwise in its possession and that his services with the Company shall bring

him into close contact with many confidential affairs of the Company and / or its Affiliates, including without limitation, information regarding the following:

- 8.1.1. management methods and operating techniques;
- 8.1.2. sales, advertising and marketing methods;
- 8.1.3. business and training techniques, manuals and procedures;
- 8.1.4. information regarding customers and products;
- 8.1.5. information regarding employees and personnel;
- 8.1.6. hardware systems and software programs;
- 8.1.7. trade secrets, business strategies, copyrights, designs, test methods, software and such other intellectual properties; and
- 8.1.8. information relating to the prior, current or contemplated products or services offered and information that the Employee has a reasonable basis to believe was accepted by the Company and / or Affiliates from any third party under obligations of confidentiality (collectively, the “**Confidential Information**”).

8.2. In recognition of the foregoing, during and after the termination of this Agreement (regardless of the reason for any such termination) and until such time as the Confidential Information is generally published or is available to the general public other than through the Employee’s unauthorized disclosure, the Employee shall not, without the prior written consent of the Company, disclose or use or make available for anyone to use (except in the course of rendering his services, or in furtherance of the business of the Company and Affiliates and as authorized in writing by the Company) any Confidential Information.

8.3. All documents, records, data, apparatus, equipment and physical property pertaining to the Company and / or its Affiliates, whether or not pertaining to Confidential Information, which are furnished to the Employee by the Company and/or its Affiliates or are produced by the Employee in connection with the rendering of services by the Employee hereunder will be and remain the sole property of the Company or the respective Affiliates (as the case may be).

8.4. The Employee will return to the Company or to the relevant Affiliate, all such materials and property, including any material or medium from which any Confidential Information may be ascertained or derived, as and when requested by the Company or the relevant Affiliate. In any event, the Employee will return all such materials and property immediately upon the termination of the Employee’s services for any reason, as provided in this Agreement. The Employee will not retain any such material or property or any copies, compilations or analyses thereof after such termination.

9. Intellectual Property Rights.

9.1. All rights, title and interest in any intellectual property arising out of or in connection with the rendering of services by the Employee hereunder, including without limitation any copyrights, rights to derivative works, trade secrets, software, technologies, patents and any other intellectual property rights, created or conceived (including, but not limited to, any tools, designs or methodologies) during the employment of the Company under this Agreement whether or not in the Company’s premises or using the Company’s property or other proprietary rights therein, shall be considered as work for hire and shall be the absolute property of the Company (“Work for hire”). The Employee hereby, without further consideration, perpetually and irrevocably transfers, assigns and conveys all right, title and interest to such property (including, but not limited to, any moral rights) worldwide that the Employee may have or be entitled to under any law or equity whatsoever to the Company. To the maximum extent permitted by applicable law, the Company’s rights herein associated with any such assignment shall not lapse for any reason whatsoever (other than as expressly agreed to by the Company), including but not limited to non-usage and / or non-enforcement of such right. At the Company’s request, the Employee shall cooperate with the Company in completing any filings and processes, to perfect the Company’s (or it’s designates’) ownership in intellectual property rights hereunder.

9.2. This Clause 9 is subject to, and shall not be deemed to limit, restrict, or constitute a waiver by the Company of any rights of ownership to which the Company may be entitled to by operation of law by virtue of the Company or any of its affiliates being provided the services by the Employee in the manner contemplated by this Agreement.

10. Non-Competition Restrictions and Non-Solicitation Restrictions.

10.1. The Employee undertakes that without prejudice to any other duty implied by law, he shall not, either directly or through his Affiliates, during the Non-Compete Period, either personally or through an agent, company or through a partnership or as a shareholder of a private company or a public unlisted company, joint venture partner, collaborator, consultant, advisor, principal contractor or sub-contractor, director, trustee, committee member, office bearer or in any other manner whatsoever, whether for profit or otherwise:

10.1.1. be concerned or interested in any business in any manner whatsoever that directly or indirectly competes with the Business or any business in which the Company engages or plans to engage in at the time of termination of the employment of the Employee ("**Competing Business**");

10.1.2. be concerned in any business in any manner whatsoever that directly or indirectly competes with the business in which such Employee is materially involved as an employee of the Company after the Effective Date;

10.1.3. except on behalf of the Company, canvas or solicit business or customers for services similar to those being provided by the Company from any Person who is a customer of the Company;

10.1.4. induce or attempt to induce any customer/client of the Company to cease to be a customer/client, or to restrict or vary the terms of the contract to, the Company or otherwise interfere with the relationship between such a customer/client and the Company (save and except actions taken during the course of his employment with the Company in exercise of his power and authority as an employee of the Company and in, what he reasonably believes to be, in the interest of the Company);

10.1.5. he shall not, directly or indirectly, including by assisting others, solicit, recruit, induce or attempt to persuade (a) any Person then engaged by the Company as an employee, officer or director or so engaged within the preceding 12 month(s) period ("**Existing Employee**") to leave the employment of the Company; or (b) encourage any consultant, vendor or customer to reduce the quantum of business they do with the Company. It is clarified that the Employee shall be deemed to have breached and failed to comply with the provisions of this Clause 10.1.4 if the Employee directly or indirectly as an officer or director of another organization or otherwise, employ, engage or retain, an Existing Employee, if such employment or engagement arose on account of any act of the Employee.

10.2. The Parties recognize that the foregoing covenants in this Clause 10 and the time and other limitations with respect thereto, are reasonable as to duration and subject matter, properly required for the adequate protection of the value and goodwill of the Company, and agree that such limitations are reasonable with respect to the business of the Company.

10.3. The Employee acknowledges and agrees that the compensation paid to him under this Agreement (as set out in Clause 3 above) along with the mutual agreements, covenants, representations and warranties set forth in the this Agreement is adequate consideration for the non-compete covenants contained in this Agreement and that the restrictions contained in this clause are considered reasonable for the legitimate protection of the Business and goodwill of the Company. However, in the event that such restriction shall be found to be void, but would be valid if some part thereof was deleted

or the scope, period or area of application were reduced, the above restriction shall apply with the deletion of such words or such reduction of scope, period or area of application as may be required to make the restrictions contained in this clause valid and effective.

10.4. The Employee acknowledges and agrees that the covenants and obligations with respect to non-competition and non-solicitation as set forth above shall not be construed to be a restraint of trade against the Employee and relate to special, unique and extraordinary matters, and that a violation of any of the terms of such covenants and obligations will cause the Company, irreparable injury. Each of such covenants contained in this Clause shall be construed as a separate covenant and if, in any judicial proceeding, a court shall refuse to enforce any of the separate covenants of this clause, then such covenant shall be deemed included herein only to the extent enforceable as permitted under the applicable Laws for the purpose of such proceeding or any other judicial proceeding to the extent necessary to permit the remaining covenants to be enforced.

11. Warranties:

11.1. Employee confirms and warrants that;

- a) he has carefully read and fully understands all the provisions of this Agreement.
- b) he has not been arrested, or convicted of, or cautioned for, or charged but not yet tried with any offence or crime (other than minor traffic offences), and there is no lawsuit, arbitration, administrative or other proceeding or governmental investigation pending or threatened against him.
- c) he has not been the subject of any adverse court judgment which threatens his solvency or substantially compromises his financial security.
- d) by entering into this Agreement or performing any of the obligations under it, he will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on him. The Employee further undertakes to indemnify the Company against any such claims, costs, damages, liabilities or expenses which the Company may incur if he is in breach of any such obligations.
- e) in the performance of his obligations, the Employee will not utilize or make available to the Company or any of its Subsidiaries/Affiliates any Confidential Information of any third party or violate any obligation with respect to such information.
- f) he has never been suspended, censured or otherwise been subjected to any disciplinary action or other proceeding, litigation or investigation by any state or governmental body or agency or any regulatory authority or self-regulatory organization.

11.2. This employment is on the basis that the information submitted by the Employee is complete and correct. The Employee agrees and acknowledges that if it is found that the information submitted is false or incomplete or that the Employee has concealed / suppressed certain material information which detrimentally impacts the Company, the Company may terminate employment without providing any notice or pay in lieu thereof in addition to other remedies available to the Company against the Employee under this Agreement and law.

12. Void or Unenforceable Restrictions. if any restriction or undertaking is found by any court or other competent authority to be void or unenforceable, the Parties shall negotiate in good faith to

replace such void or unenforceable restriction or undertaking with a valid provision which, as far as possible, has the same legal and commercial effect as that which it replaces.

13. **Breach.** If any breach or violation of the provisions, covenants warranties, the Employee agrees that damages alone are likely not to be sufficient compensation and that injunctive relief is reasonable and is likely to be essential to safeguard the interests of Company and that injunctive relief (in addition to any other remedies afforded by a court of equity) may (subject to the discretion of the courts) be obtained. No waiver of any breach or violation shall be implied from forbearance or failure by the Company to take action.

14. **Indemnities.** The Employee, at all times during the course of his employment in the Company (and even after the termination of this Agreement with respect to the terms contained herein) agrees to indemnify and keep indemnified the Company, as the case may be, against all losses, damages, claims, interests, costs, expenses, liabilities, proceedings and demands which the Company actually suffers or incurs as a direct result of acts or omissions of the Employee during the course of employment.

15. **Deductions.** The Employee agrees and acknowledges that the Company may, subject to applicable laws, at any time during the term of employment or cessation thereof, deduct from the Employee's salary, or final settlement, any outstanding loans, advances or overpayments.

16. **Entire Agreement; Termination of Prior Agreements.** This Agreement and the agreements and documents referred to herein contain the entire understanding of the Employee and the Company with respect to the services to be rendered by the Employee to the Company and supersede any and all prior understandings, written or oral, between the Employee and the Company and between the Employee and any Affiliate or predecessor of the Company. Any such prior understandings or agreements are hereby terminated and are of no further force and effect. This Agreement may not be amended, waived, discharged or terminated orally, but only by an instrument in writing, specifically identified as an amendment to this Agreement, and signed by the Employee and a duly authorized officer of the Company. By entering into this Agreement, the Employee certifies and acknowledges that he has carefully read all of the provisions of this Agreement and the rules and regulations of the Company and that he voluntarily and knowingly enters into this Agreement.

17. **Severability.** If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid or unenforceable to any extent for any reason including by reason of any law or regulation or government policy or any amendment thereof, the remainder of this Agreement and the application of such provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of India without regard to applicable conflicts of laws principles. The courts in Hyderabad shall have the exclusive jurisdiction in relation to all matters arising out of this Agreement.

19. **Notices.**

Any notice or other communication hereunder must be given in writing and either (a) delivered in person; (b) transmitted by facsimile, provided that any notice so given is also mailed as provided in clause (c); or (c) mailed, postage prepaid, as follows:

Company	Sai Rahul Varma G CEO & Director Edupolis Technologies Private Limited, Address: Unscool, 2nd floor, SNP Towers, 2nd Floor JANARDHANA HILLS SERILINGAMPALLY, Gachibowli, Hyderabad, Telangana 500032. Email: rahul@unscool.in
Employee	Name: Vishisht Sharma Address: - Sector 15, House No. 166, Malviya Nagar, Jaipur, Rajasthan - 302017 Email: vishishtsharma297@gmail.com Mobile: 9983349010

or to such other address or to such other Person as any Party shall have last designated by such notice to the other Parties. Each such notice or other communication shall be effective (i) if given by mail, three days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid, (ii) if given by facsimile, when transmitted to the applicable number so specified in (or pursuant to) this Clause 19 provided that appropriate confirmation of receipt is generated by the facsimile and a duplicate copy is mailed, postage prepaid, or (iii) sent by electronic mail or if given by any other means, when actually delivered at such address.

20. Miscellaneous.

20.1 No delay or omission by the Company or the Employee in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by the Company or the Employee on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

20.2 This Agreement may be modified or amended only by an instrument in writing executed by the Parties hereto and approved in writing by a duly authorized officer of the Company. The Parties hereto agree that in no event shall an oral modification of this Agreement be enforceable or valid.

20.3 The captions of the Clauses of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

20.4 The Employee has been provided with an opportunity to consult with the Employee's own counsel with respect to this Agreement.

20.5 Notwithstanding anything to the contrary contained elsewhere, the Company shall be entitled at all times to set off any amount owing at any time from the Employee against any amount payable at any time by the Company to the Employee pursuant to this Agreement.

20.6 The requirements and covenants of Clauses 8 (*Non-Disclosure of Confidential or Proprietary Information*), 9 (*Intellectual Property Rights*), 10 (*Non-Competition Restrictions and Non-Solicitation Restrictions*), 14 (*Indemnities*), 17 (*Severability*), 18 (*Governing Law*), 18 (*Dispute Resolution*), and 20 (*Miscellaneous*) and such other clauses which by their nature survive termination, shall survive and continue in full force and effect after the termination of this Agreement.

21. Internship Period.

21.1 The internship period will be for the 1st 3 months.

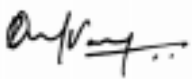

21.2 Salary for the Internship period i.e. for 1st 3 months will be **INR 9500.**

21.3 Salary for the training period i.e. 1st month will be held as training cost and released along with the 2nd month salary to the **Employee.**

22. Full time Employment.

22.1 The full time employment will start from the 4th Month.

IN WITNESS WHEREOF, EACH OF THE PARTIES HERETO HAS CAUSED THIS AGREEMENT TO BE DULY EXECUTED AND DELIVERED UNDER SEAL, BY ITS AUTHORIZED OFFICERS OR INDIVIDUALLY, AS OF THE DATE FIRST ABOVE WRITTEN.

EMPLOYEE:	COMPANY:
Name: Vishisht Sharma _____ —	  Name: Rahul Varma Title: CEO, Edupolis Technologies Pvt. Ltd.(Unschool)

SCHEDULE 1

Remuneration breakup

- During the 1st 3 months, the employee is paid a base stipend of 9500 INR and up to 30,000 INR based on performance.
- Refer below for the split-up of the salary structure for the full-time role (after the internship period) at Edupolis Technologies Pvt Ltd. (Unschool).

Annexure

Automatic CTC Structure		
Particulars	Monthly	Annual
Basic Salary	6,000	72,000
House Rent Allowance	2,400	28,800
Phone & Internet	2,000	24,000
Any Specific allowance [2]	-	-
Any Specific allowance [3]	-	-
Special Allowance	263	3,156
Gross Salary	10,663	1,27,956
Provident Fund	992	11,904
ESIC	347	4,164
Gross Salary FIX	12,002	1,44,024
Variable	-	-
Mediclaime	-	-
Bonus	-	-
Gratuity	-	-
Cost To Company [TOTAL]	12,002	1,44,024
ESI Employee	80	961
PF Employee	992	
Professional Tax	-	
Take Home	9,591	

(* Subject to TDS deduction)

-Your CTC is Rs 1,44,024/-per annum as the fixed portion and +30,000 INR per month performance-based incentives for the operating year 2021-22 payable monthly.

Other benefits

- Gratuity will be paid by the Company as per the Rules of Payment of Gratuity Act 1972.

- Refer below for the split-up of the salary structure after completion of 6 months as an New Designation at Edupolis Technologies Pvt Ltd. (Unschool).

Name	DOJ	Designation
Vishisht Sharma	24th January 2022	Operations Executive

Automatic CTC Structure		
Particulars	Monthly	Annual
Basic Salary	12,500	1,50,000
House Rent Allowance	5,000	60,000
Phone & Internet	2,000	24,000
Any Specific allowance [2]	-	-
Any Specific allowance [3]	-	-
Special Allowance	3,700	44,400
Gross Salary	23,200	2,78,400
Provident Fund	1,800	21,600
ESIC	-	-
Gross Salary FIX	25,000	3,00,000
Variable	-	-
Mediclaime	-	-
Bonus	-	-
Gratuity	-	-
Cost To Company [TOTAL]	25,000	3,00,000
ESI Employee	-	-
PF Employee	1,800	
Professional Tax	200	
Take Home	21,200	

(* Subject to TDS deduction)

-Your CTC is Rs 3,00,000/-per annum as the fixed portion and 2LPA performance-based incentives for the operating year 2022-23 payable monthly.

Other benefits

1. Gratuity will be paid by the Company as per the Rules of Payment of Gratuity Act 1972.

We hope you have a great learning experience with us and grow in the process of this role.

Thanking you.

Yours faithfully,
for Edupolis Technologies Pvt Ltd (Unschool)



Rahul Varma
Co-Founder and CEO
Unschool.

Authorised Signatory

I hereby accept the aforesaid position and terms and conditions of employment set forth above.

Signed: _____

Date: _____

Name: _____



7 January 2022

Dear Ravi Sharma,

Congratulations! It is our pleasure to offer you the position of “**Admissions Counselor – Inside Sales (Inside Sales)**” at Grade “**G1**” with **upGrad Education Private Limited**.

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets, and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement (‘upGrad’)
2. You will be based at **Ahmedabad** office. upGrad reserves the right to change the location based on the business requirement. You will be a given prior notice period of one (1) week before such a change.
3. The standard workdays would be for 5 days in a week on a rotational basis (This is subject to change, depending upon the vertical or the business you are a part of). Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company’s requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**
 1. **Fixed Component** of CTC will be **INR 400000 (Four Lakhs Rupees Only)**. This will be disbursed to you as per company’s current standard compensation plan (Annexure I attached).
 2. Over and above the fixed Compensation, you shall be eligible for performance-based incentive up to **INR 4,00,000 (Four Lakhs Rupees Only)** per annum on achieving specific targets, which will be paid as per the “Sales Incentive Plan”. You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be made available to you once you join. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.
5. You are expected to join us in the **APRIL** month of the year 2022. With the aim of providing a smooth onboarding process, the date of joining will be accommodated only after your final examination. On the basis of the information provided by you or Training & Placement Officer regarding your examination dates, the exact date of joining will be communicated to you and/or your Training & Placement Officer two (2) weeks prior to the date of joining. At the time of joining, you shall confirm that you have attended all your examination and there are



no pending examinations. Any discrepancy found in the information provided by you regarding your examination dates/pending examinations can lead to disciplinary action.

6. You will be on a probationary review during the first six (6) months of your employment with the Company ("Probationary Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.
7. Nothing in this agreement, shall restrain upGrad from rescinding this offer letter due to business decisions before the date of joining.
8. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
9. You will be required to submit the Education Degree Certificate or a Provisional Certificate from your College/University within six (6) months of your date of joining ("Education Certificate Submission Period"). If you have not received the Education Degree Certificate or a Provisional Certificate within the above stipulated time, you will have to submit a written undertaking from the College within one (1) month of expiry of the Education Certificate Submission Period, that you have appeared for the final examination and are awaiting results. Failing to provide the required documents might result in extension of your probation period or termination of your employment on immediate basis at the discretion of upGrad.
10. This offer letter is non-binding on either party till the execution of the employment agreement.
11. This Offer is subject to Successful background verification.

Please confirm acceptance of the appointment letter by signing and returning a copy. We would like to take this opportunity to welcome you to **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For **upGrad Education Private Limited**

Received & Accepted

Preeti Kaul
President – Human Resources

Ravi Sharma
(Signature)

Annexure I

Name: Ravi Sharma
Department: Inside Sales
Designation: Admission Counselor – Inside Sales (Inside Sales)
Grade: G1
Location: Ahmedabad

Salary Head	Amount Per Month	Amount Per Annum
Basic	11,667	1,40,000
HRA	5,833	70,000
Special Allowance	14,033	1,68,400
Provident Fund	1,800	21,600
Fixed CTC	33,333	4,00,000
Variable		4,00,000
Total CTC	66,667	8,00,000

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.
2. Mediciam coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.
3. Group Personal Accident Insurance of Rs. 10,00,000.
4. The reimbursements will be subject to submission of Bills.
5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.
6. Tax will be deducted as per applicable slab rates.
7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.
8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.
9. The Compensation review disbursement, if applicable, shall be determined and processed as per the company's policy.

Annexure II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).
2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).
3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).
4. Education Documents (Graduation/Diploma Certificates/NOC and Mark Sheets).
5. Previous Employer's Resignation Acceptance or Relieving/Experience/Service Certificate for candidates with prior experience (if applicable).
6. Four (4) passport size-colored photographs.



16-03-2022

Dear AYUSHI,

Congratulations! It is our pleasure to offer you the position of **Admissions Counselor - Inside Sales (Sales)** at Grade **G1** with **upGrad Education Private Limited**.

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE)**.

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement ("upGrad").
2. You will be based at our **Noida, Uttar Pradesh, India** Office. upGrad reserves the right to change the location based on the business requirement. You will be a given prior notice period of one (1) week before such a change.
3. The standard work days would be for 5 days in a week on a rotational basis. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**
 - i) Fixed component of CTC will be **INR 4,00,000**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).
 - ii) Over and above the fixed Compensation, you shall be eligible for performance-based incentive upto **INR 400000** per annum on achieving specific targets, which will be paid as per the "Sales Incentive Plan". You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be available on the common folder shared by HR. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.
5. You are expected to join us on **11-04-2022**. In case of any change in the date of joining, it will be communicated over an email to you and/or your Training & Placement Officer, one week prior to the week of joining.
6. You will be on a probationary review during the first six (6) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.
7. Nothing in this agreement, shall restrain upGrad from rescinding this offer letter due to business decisions before the date of joining.
8. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
9. You will be required to submit the Education Degree Certificate or a Provisional Certificate from your College/University within six (6) months of your date of joining

("Education Certificate Submission Period"). If you have not received the Education Degree Certificate or a Provisional Certificate within the above stipulated time, you will have to submit a written undertaking from the College within one (1) month of expiry of the Education Certificate Submission Period, that you have appeared for the final examination and are awaiting results. Failing to provide the required documents might result in extension of your probation period or termination of your employment on immediate basis at the discretion of upGrad.

10. By accepting this Offer Letter, you confirm that no examination of yours are scheduled within the first 90 days of the month of joining and you will not be requiring any leave during this period for the purpose of examination.
11. Post the above 90 days period, you will be eligible for the unpaid leaves for final examination only if approved by your manager in advance and if such leave application is not in contravention of the below condition:
12. Leave for examination purpose can be availed only for the following days:
 - i) 2 days prior to the first exam
 - ii) 1 day leave after the last day of the exam
 - iii) Maximum of 20 days' leave; provided the exam schedule is stretched to these many days
 - iv) This offer letter is non-binding on either party till the execution of the employment agreement.
 - v) This Offer is subject to Successful background verification.

Please confirm acceptance of this letter by signing and returning a copy. We would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For UPGRAD EDUCATION PVT. LTD.

ACCEPTED AND AGREED:



Sanjeev Jha
Human Resources

AYUSHI BANSAL

Annexure-I

Name: AYUSHI BANSAL

Department: Sales

Designation: Admissions Counselor - Inside Sales

Grade: G1

Location: Noida, Uttar Pradesh, India

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	1,40,000	11,667
HRA	70,000	5,833
Special Allowance	1,68,400	14,033
Provident Fund	21,600	1,800
Fixed CTC	4,00,000	33,333
Incentive Annual	4,00,000	
Total CTC	8,00,000	66,667

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.
2. Mediclaim coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.
3. Group Personal Accident Insurance of Rs. 10,00,000.
4. The reimbursements will be subject to submission of Bills.
5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.
6. Tax will be deducted as per applicable slab rates.
7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.
8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.
9. The Compensation review disbursement, if applicable, shall be determined and processed as per the company's policy.

Annexure-II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).
2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).
3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).
4. Education Documents (Graduation/Diploma Certificates/NOC and Mark Sheets).
5. Previous Employer's Resignation Acceptance or Relieving/Experience/Service Certificate for candidates with prior experience (if applicable).
6. Four (4) passport size colored photographs.



16-03-2022

Dear Richa,

Congratulations! It is our pleasure to offer you the position of **Admissions Counselor - Inside Sales (Sales)** at Grade **G1** with **upGrad Education Private Limited**.

upGrad is committed to building the careers of tomorrow by delivering the best learning experience at scale. In this journey, our people are our greatest assets and we expect every upGrad team member to adhere to our core values of **Accountability, Speed, Passion, Integrity, Respect, and Excellence (ASPIRE).**

Please find the specifics of your offer below:

1. Your employment will be governed by upGrad Education Employment Agreement ("upGrad").
2. You will be based at our **Noida, Uttar Pradesh, India** Office. upGrad reserves the right to change the location based on the business requirement. You will be a given prior notice period of one (1) week before such a change.
3. The standard work days would be for 5 days in a week on a rotational basis. Also depending on your deliverables, you will be required to manage your work hours/days to achieve your goals for the defined periods. The work timings may extend beyond the specified hours based on the Company's requirement. The company reserves the right to change workdays and hours of work at any time and as per exigencies of work.
4. **Compensation:**
 - i) Fixed component of CTC will be **INR 4,00,000**. This will be disbursed to you as per company's current standard compensation plan (Annexure I attached).
 - ii) Over and above the fixed Compensation, you shall be eligible for performance-based incentive upto **INR 400000** per annum on achieving specific targets, which will be paid as per the "Sales Incentive Plan". You may be eligible for additional incentives subject to your out-performance which is confirmed by the Company. The details of the Sales Incentive plan will be available on the common folder shared by HR. The actual payout of the incentive may vary depending on a number of factors, including but not limited to Company and/or individual performance, management discretion and the terms and conditions of the applicable Sales Incentive plan.
5. You are expected to join us on **11-04-2022**. In case of any change in the date of joining, it will be communicated over an email to you and/or your Training & Placement Officer, one week prior to the week of joining.
6. You will be on a probationary review during the first six (6) months of your employment with the Company ("Probation Period"). Confirmation of your employment is contingent upon your successful completion of the Probation Period.
7. Nothing in this agreement, shall restrain upGrad from rescinding this offer letter due to business decisions before the date of joining.
8. You will be required to submit to our HR a set of documents. (As detailed in Annexure II) at the time of joining.
9. You will be required to submit the Education Degree Certificate or a Provisional Certificate from your College/University within six (6) months of your date of joining

("Education Certificate Submission Period"). If you have not received the Education Degree Certificate or a Provisional Certificate within the above stipulated time, you will have to submit a written undertaking from the College within one (1) month of expiry of the Education Certificate Submission Period, that you have appeared for the final examination and are awaiting results. Failing to provide the required documents might result in extension of your probation period or termination of your employment on immediate basis at the discretion of upGrad.

10. By accepting this Offer Letter, you confirm that no examination of yours are scheduled within the first 90 days of the month of joining and you will not be requiring any leave during this period for the purpose of examination.
11. Post the above 90 days period, you will be eligible for the unpaid leaves for final examination only if approved by your manager in advance and if such leave application is not in contravention of the below condition:
12. Leave for examination purpose can be availed only for the following days:
 - i) 2 days prior to the first exam
 - ii) 1 day leave after the last day of the exam
 - iii) Maximum of 20 days' leave; provided the exam schedule is stretched to these many days
 - iv) This offer letter is non-binding on either party till the execution of the employment agreement.
 - v) This Offer is subject to Successful background verification.

Please confirm acceptance of this letter by signing and returning a copy. We would like to take this opportunity to welcome you to the **upGrad** family and look forward to have a long and mutually beneficial relationship.

With Kind Regards,

For UPGRAD EDUCATION PVT. LTD.

Sanjeev Jha
Human Resources

ACCEPTED AND AGREED:

Richa Gupta

Annexure-I

Name: Richa Gupta
Department: Sales
Designation: Admissions Counselor - Inside Sales
Grade: G1
Location: Noida, Uttar Pradesh, India

SALARY COMPUTATION		
Components	Per Annum	Per Month
Basic	1,40,000	11,667
HRA	70,000	5,833
Special Allowance	1,68,400	14,033
Provident Fund	21,600	1,800
Fixed CTC	4,00,000	33,333
Incentive Annual	4,00,000	
Total CTC	8,00,000	66,667

Note:

1. Term insurance of 10 lakhs if the fixed CTC is 7 lakhs or below. Term insurance of 20 lakhs if the fixed CTC is above 7 lakhs.
2. Mediclaim coverage of Rs. 5,00,000 for Self + Spouse + 2 Kids.
3. Group Personal Accident Insurance of Rs. 10,00,000.
4. The reimbursements will be subject to submission of Bills.
5. Failing to submit the bills for reimbursement, amount is still receivable but as a taxable component.
6. Tax will be deducted as per applicable slab rates.
7. The company would have the right to amend the salary breakup at any point of time – in line with its policies or governing regulations.
8. Your Compensation is subject to review, at the sole discretion of the Company, in accordance with Company's policies amended from time to time.
9. The Compensation review disbursement, if applicable, shall be determined and processed as per the company's policy.

Annexure-II

Documents Required

1. Proof of Age and Current Address (Passport / Ration Card / Driving License / Voter's Id / Aadhar Card, Leave and License Agreement, Telephone / Electricity Bill).
2. Permanent Account No. (PAN) / Copy of PAN application (in case PAN is not available).
3. Aadhar Card / Copy of Aadhar application (in case Aadhar is not available).
4. Education Documents (Graduation/Diploma Certificates/NOC and Mark Sheets).
5. Previous Employer's Resignation Acceptance or Relieving/Experience/Service Certificate for candidates with prior experience (if applicable).
6. Four (4) passport size colored photographs.

Date: 18 JUNE 2022

J G Sons

160, 161, New Atish Market,
Jaipur, 302020 (R)

Dear Geetika,

Appointment as: Kitchen Designer


I refer to your recent interview for the above mentioned position and are pleased to advise that we are offering you the position with our company effective from 18th June 2022 under the following terms & conditions:

1. Your salary will commence at Rs 18,000 per month.
2. Your appointment will be subject to a probationary period of 3 months. An official confirmation of your appointment will be notified to you after the completion of probationary period.
3. Your working hours will be Monday to Saturday: 10.00am to 7.30pm.

We look forward to meeting you.

For JG SONS

Sincerely,


Sangeeta Naraniya
Director

Managing Director

Kitchen App. :

SIEMENS | Fisher & Paykel | gorenje | KAFF | BOSCH | H'A'FELE

TO WHOMSOEVER IT MAY CONCERN

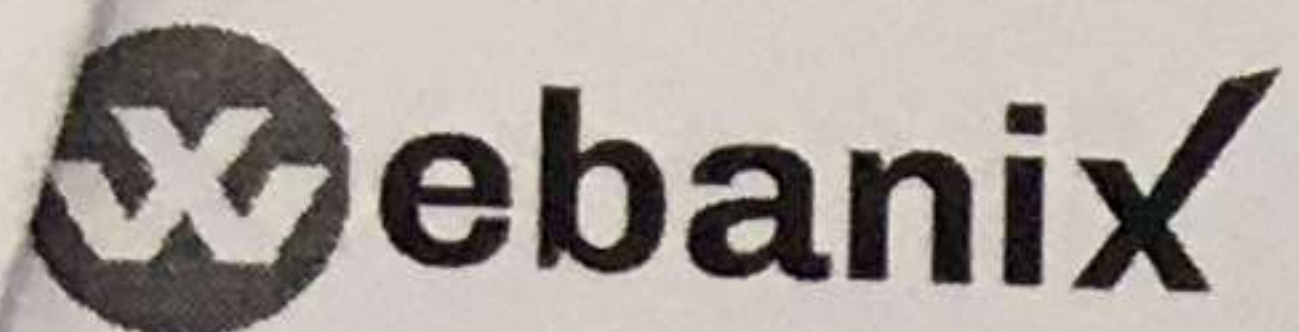
Offer Letter

Date: 15.01.2022

Mr. Vishvendra Singh,

With reference to your application and subsequent interview with us, we are pleased to appoint you as "Intern - Software Development" at our Udaipur location on the following terms and conditions:

1. You shall not pledge WEBaniX Pvt. Ltd.'s credit and/or make representation unless you are specifically and duly authorized on that behalf.
2. WEBaniX Pvt. Ltd. reserves the right to assign you various other duties and responsibilities as may be considered advisable in the company's interests.
3. The foregoing constitutes the entire agreement as regards the terms and conditions of your service with WEBaniX Pvt. Ltd. and they shall be subject to such modifications and amendments as may be introduced from time to time as per the company's Rules & Regulations.
4. You will not accept any present, commission, or any sort of gratification in cash or kind from any person, party or firm or Company having to deal with WEBaniX Pvt. Ltd. and if you are offered any, you should immediately report the same to the Management.
5. You will be responsible for the safekeeping and return in good condition and order of all company property any goods and/ or money belonging to WEBaniX Pvt. Ltd. that may come in your hands during the course of your internship which may be in your use, custody or charge.
6. Notwithstanding the other terms set out hereinabove this company has the absolute right at any time to terminate your candidature without any notice (and) without compensation in lieu of notice for your committing any breach of the terms of this letter of appointment or if you are found guilty of any insubordination, insolence, gross negligence of duty, irregularities, fraud, embezzlement, misappropriation or if you indulge in drunkenness, participate in the strike or misbehave yourself in any other manner. You are liable to indemnify WEBaniX Pvt. Ltd. for any loss of damage that WEBaniX Pvt. Ltd. may suffer on account of your misbehavior.



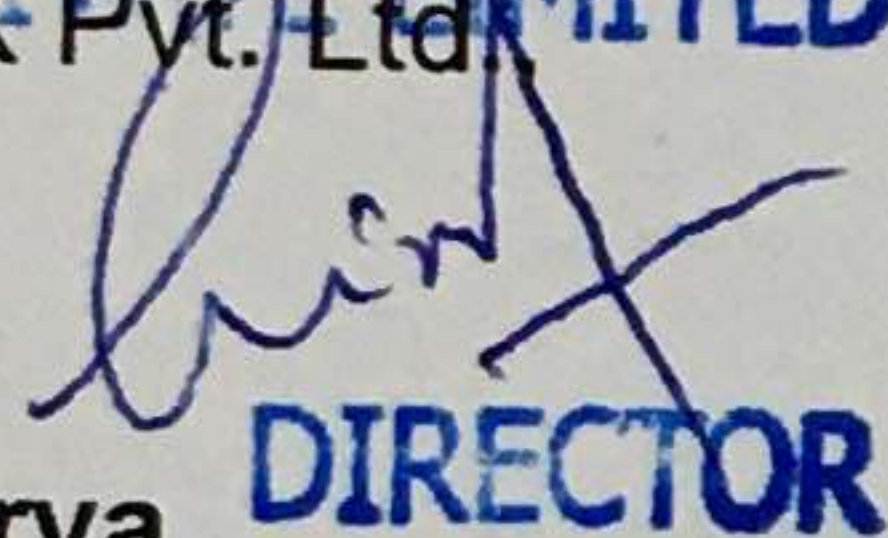
WEBanix Pvt. Ltd.
1st Floor, 10 A Panchwati
Road No. 5
Udaipur, 313001
+91-6376478319

7. In case of any misbehavior, mismanagement or any act of commission or omission on your part, the company holds all the rights to file a legal case against you.
8. This appointment and its continuance are subject to your being found and remaining medically fit (Physically and mentally fit).

During the period of your internship with WEBanix Pvt. Ltd., you will devote full time to the work of the company. Further, you will not take up any other employment or assignment or any office, honorary or for any consideration, in cash or in-kind or otherwise, without the prior written permission of WEBanix Pvt. Ltd.

We welcome you to the WEBanix Pvt. Ltd. family and look forward to a fruitful collaboration.

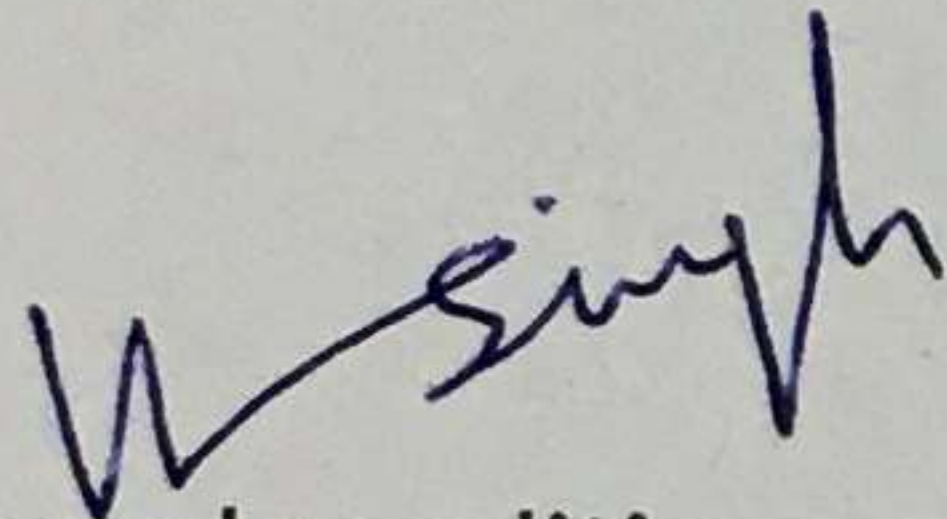
WEBANIX PRIVATE LIMITED
For WEBanix Pvt. Ltd.


Himanshu Arya

DIRECTOR

CEO

WEBanix Pvt Ltd



I accept the terms and conditions of this offer.

(Candidate's Legal Signature)



February 19, 2022

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Ajay Mishra,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", is written over a horizontal line.

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic

program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month

salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

Scholarship Advance:

You can avail a scholarship advance in case of any personal financial emergency. Details of the policy can be viewed in the policy section on the WILP portal

5. Training Agreement:

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8th semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.

- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.
- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head / Manager of WILP Academy
- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
 - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
 - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the

sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. Normally, your "Project work" would be from 8:30am to 6:00pm from Monday to Friday. There shall be a 45 minutes lunch interval.
- iii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.

- iv. The full day lecture sessions will be held at any of Wipro's other establishments/outsourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- v. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

Yours sincerely,

For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Ajay Mishra, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioral skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioral skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioral intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

POST CONVERSION DETAILS

Post successful completion of your course and conversion to full time employment, you will be part of the Campus

Program which has a special bonus and aided career path. Please find below the compensation and bonus plan as part of the program which will be effective from your joining date with Wipro as a full time employee.

Your compensation post successful completion of your course and joining as a full time employee will be Rs.6,00,000 per annum. In addition to the mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of Year 1	1,00,000 – 1,50,000
End of Year 2	1,00,000 – 1,50,000
End of Year 3	1,00,000 – 1,50,000

Please note the terms and conditions:

1. The special bonus is subject to

- you being "active" in the services of the company through to retention date as applicable
- your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

2. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

3. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 3 tranches of bonus payouts

4. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

5. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

6. You shall keep the contents of this letter confidential

Note: The above shall be applicable on successful completion of your course and will be effective from your joining date with Wipro as a full time employee.

ANNEXURE – V

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.

iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

☒ Accept ☐ Decline

☒ **Signature** Ajay Mishra 19/2/2022 12:56 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road **E** :info@wipro.com

Bengaluru
560 035 **W** :wipro.com

India **C** :L32102KA1945PLC020800

23817219



APPOINTMENT LETTER

January 24, 2022

Dear Aman Reel,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This

covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Aman Reel, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;

b. processing my job application including background verification checks;

c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Aman Reel

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE - IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will

be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE - V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE - VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days

employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm

b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

- 1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
- 2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium,10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

- 3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000

every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept ☐ Decline

☒ **Signature** Aman Reel 24/1/2022 11:49 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited **T** :+91 (80) 2844 0011
Doddakannelli **F** :+91 (80) 2844 0054
Sarjapur Road **E** :info@wipro.com
Bengaluru 560 035 **W** :wipro.com
India **C** :L32102KA1945PLC020800

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APPOINTMENT LETTER

February 3, 2022

Dear Amit Singh,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Amit Singh, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Amit Singh

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167

Total Cost to Company per annum**3,50,004**

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ Signature Amit Singh 3/2/2022 12:17 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com



APPOINTMENT LETTER

January 14, 2022

Dear Arihant Bothra,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Arihant Bothra, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Arihant Bothra

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature Arihant Bothra 14/1/2022 4:30 PM**

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23378451

Dear Chiranjit Gaur,
Respectful Greetings. I hope you

The nature stack for this role is detailed below. Do reach out to us should you have any clarifications.

COMPONENT	AMOUNT (\$K)
Base	11,673
HRA	5,535
Bonus	2,334
Sign-on benefits (Plan 0085)	4,543
Total Fixed Cash	24,085
FC (Employer Contribution)	1,800
Gratuities @ 31% of Base	426
Total Fixed Compensation	27,136
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,435
Target Cost to Company per month	25,187
Total Cost to Company per annum	3,00,904

Please confirm your interest to receive offer of appointment by clicking on the link [Click to Confirm](#) and accepting the contents of this communication within 15 calendar days. Your confirmation of interest is a precondition to the issuance of offer of appointment.

Yours sincerely,
For Hynes Limited,
Agnes Shallen

This message was sent to guar.huynh36@gmail.com. If you don't want to receive these emails from this company in the future, please go to [your account settings](#).



Wipro Offer Letter

1 message

Wipro offer letter <wipro+email+35w67-6602e1e33a@talent.icims.com>
Reply-to: Wipro offer letter <wipro+email+35w67-6602e1e33a@talent.icims.com>
To: akarindia02@gmail.com

Sat, Jan 22, 2022 at 01:23

January 22, 2022

Dear **Komal Akar**,

Congratulations! We are pleased to offer you the position of **Project Engineer** at Wipro.

Please click on the below link to review and accept your offer letter at the earliest using a **desktop/laptop**.

Note : You will not be able to save offer letter copy if you open the below link through a Mobile Phone.

We request you to accept the iCIMS Offer Letter within **15** days from the receipt of the offer Letter, failing which we will be forced to infer that you are no longer interested to be a part of Wipro fresher hiring process.

Steps to follow to accept and save the Offer Letter

To save your copy of Offer Letter, please open this email on desktop/ laptop, login to below mentioned acceptance link, **click on Accept -> click on signature check box -> Click on "Submit and Print" -> Click on "web browser" -> ctrl+P -> save as pdf -> save -> select destination on your system to download.**

Please note - You will not be able to access the Offer Letter again if you close the window without saving your Offer Letter as the link will expire and will not be able to access the link to open offer page to download the offer letter.

Please click on the link below to review and accept your offer letter at the earliest using a **desktop/laptop**.
[Click to Complete](#)

Your Login Information:

Login Name: akarindia02@gmail.com

(If you do not know your password, you can reset it by clicking here.)

If you have any questions about the details of your offer or about employment at Wipro, please reach out to manager.campus@wipro.com

Thanks and Regards,
Campus Offer Generation Team
[Global Campus Hiring Team] Wipro Limited]

This message was sent to akarindia02@gmail.com. If you don't want to receive these emails from this company in the future, please go to:
<https://wipro.icims.com/icims2/?r=E15622995084&contactId=17432744>

© Wipro Limited, Doddakannelli, Sarjapur Road Bengaluru 560 035 IND



APPOINTMENT LETTER

January 31, 2022

Dear Kuldeep Soni,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Kuldeep Soni, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Kuldeep Soni

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.



Accept



Decline



Signature Kuldeep Soni 31/1/2022 7:51 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

23001160

EMPLOYMENT OFFER LETTER

Capgemini Engineering Ref: 5934443/1533602,

09/30/2022,
Manthan Pareek.

77-A.HariNagar,3rd New Sanganer road
Jaipur, Rajasthan
India.

Confidential

Dear Manthan Pareek,

Pursuant to our discussions, we are pleased to offer you employment opportunity, on probation basis, with **Aricent Technologies (Holdings) Limited ('Capgemini Engineering' or 'Company')** starting from **10/06/2022** (or such other date as may be communicated to you by the Company), as per details given below

A) Your current designation will be **Associate I/A4**.

B) You will be required to work at the Company's offices in **CGE_Gurgaon**.

C) You have to report by 9:00 am at **CGE_Gurgaon** office, for joining formalities and contact security at the main gate for your entry pass at:

Address

Tower-5, Unitech Infospace, SEZ, Tikri, Sohna Road, Sector. 48
Gurgaon-122001.

Please note that your name mentioned in the offer letter will be used to create your employee records in Capgemini Engineering & the same will be continued for all the communication & Company documentation purpose. In case you need a change in the name; please contact your recruiter before your DOJ. Please note that post joining, no changes can be made. The name provided by you should match with the documents submitted to the Company at time of joining, such as Education certificate, Experience letters, Relieving letters, PAN card, Passport, etc.

D) On joining you will be under probation for 6(six) months from the date of joining. During this period your all-inclusive Annual target compensation (on a cost to company basis) will be **INR 300,002.00 (Rupees Three Lakh and Two only only)**. Please refer Annexure-A for details. Subsequent to your successful completion of training and probation after six months from your date of joining, your all-inclusive annual target compensation (on a cost to company basis) will be revised to **INR 4,00,010.00 (Rupees Four Lakhs and Ten only)**. Please refer Annexure -B for details. The company shall deduct tax at source at the time of making payment.

The breakup of your all-inclusive annual target compensation is as follows:

ANNEXURE - A

Associate I

Total Cost to Company (CTC).

Rs.300,002.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.180,000.00
House Rent Allowance	Rs.3,265.00	Rs.39,180.00
Advance Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.21,414.00	Rs.256,968.00
Statutory payments ++		
Company's contribution to PF *	Rs.1,800.00	Rs.21,600.00
Gratuity (accrual only)		Rs.10,224.00
Total Fixed Compensation		Rs.288,792.00
Total Cash Compensation		Rs.288,792.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs. 300,002.00

ANNEXURE - B

Associate I

Total Cost to Company (CTC).

Rs.400,010.00

Monthly Components	Per Month	Annualized
Basic	Rs.15,000.00	Rs.1,80,000.00
House Rent Allowance	Rs.9,000.00	Rs.108,000.00
Other Allowances and Reimbursements – 1 #	Rs.1,825.00	Rs.22,900.00
Other Allowances and Reimbursements – 2 +	Rs.774.00	Rs.9,288.00
Advance Statutory Bonus	Rs.3,149.00	Rs.37,788.00
Gross monthly salary	Rs.29,748.00	Rs.356,976.00
Statutory payments ++		
Company's contribution to PF *	Rs.18,00.00	Rs.21,600.00
Gratuity (accrual only)		Rs.10,224.00
Total Fixed Compensation		Rs.388,800.00
Total Cash Compensation		Rs.388,800.00
Benefits		
Medical, Accident & Life Insurance Premium		Rs.11,210.00
Total Cost to Company		Rs.400,010.00

You need to choose any of the following optional instruments that are a part of the Other Allowance & Reimbursements – 1 to avail tax benefits. Balance amount that is not claimed will be paid as taxable component on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 1	Annualized
Remote Working Allowance	19,800.00
Books and Journals	24,000.00
Professional Pursuit	180,000.00
Conveyance Allowance	63,600.00

+ You may choose any of the following optional instruments that are a part of the Other Allowances and Reimbursements – 2 to avail tax benefits. Balance amount that is not claimed will be paid as taxable personal allowance on monthly basis after withholding taxes.

Other Allowance & Reimbursements - 2	Annualized
Leave Travel Assistance	60,000.00
Meal Card	26,400.00
Vehicle & Driver Reimbursement	21,600.00

Note:

1. The payroll processing will be as per Company policy notified from time to time.
2. Employees should decide on the Other Allowances and Reimbursements (OAR) at the time of joining; any changes will be accepted as per Company policy applicable from time to time.
3. For claiming tax benefit in case of admissible allowances and reimbursements (e.g. Leave Travel Assistance, Vehicle and Driver Reimbursement etc), you will have to submit supporting (bills) to the Company's satisfaction along with the reimbursement claim form in the prescribed format and within the timeline stipulated by the Company. The reimbursements will be processed as per the applicable Company's policies, which are subject to change without notice. The payments described above will not be further grossed up for taxes and you will be responsible for the payment of all taxes due with respect to such payments, which will be deducted at source as per the applicable law. In case of any under-withholding, you shall be responsible to pay the necessary tax and any interest/penalty thereon.
4. In cases where Permanent Account Number (PAN) is not produced, highest tax rates will apply to all amounts on which tax is deductible at source under the applicable tax law.
5. The Company reserves the right to change the compensation structure and/or the compensation components from time to time.
- ++ These statutory payments are included based on current applicable practice and law and are subject to changes based on changes in law from time to time. Also, please further note, that any changes / modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate email communication, about any changes/ modification to statutory payment.
- * Employee's contribution towards PF will be made from the monthly salary as defined by Law. The Benefits (Accidental & Medical as applicable) amount has been arrived at by considering the maximum eligibility under each of the components.
- # All components under Other Allowance and Reimbursement - 1 will be paid along with monthly salary. Tax benefit as per proof submission will be passed into tax liability calculation basis bills submission.
- + This is the maximum limit you are eligible for. You may choose any of the optional components under 'Other Allowance & Reimbursements -2' Nontaxable components (except Meal Card) would be paid based on a voluntary claim by employee through payroll. Taxable component would be paid on a monthly basis. All payments will be based on Company's policies.

E.) The following elements are included in the compensation package stated above:

1. Provident Fund- You will be covered under the Aricent Technologies (Holdings) Limited Employees' Provident Fund (PF) scheme wherein, the Company will contribute towards PF at the statutory rate as may be defined by the government from time to time. Your contribution and the Company's contribution have been included as a part of the above-mentioned compensation.
2. Gratuity- Gratuity shall be paid as per the Payment of Gratuity Act, 1972.

NOTE:

- a.) All statutory payments are demonstrated based on current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to statutory payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided to you. However, Company shall endeavor to inform you, via separate communication, about any changes/modification to statutory payment and consequent changes to the statutory deductions from your salary, if any.

F.) As an employee of the Company, you shall be entitled to the following benefits subject to any change made by the Company from time to time:

1. Group Medical Insurance- In accordance with the Company's policy, you and your immediate family (as defined in the Company's policy) shall be covered under the Medical Insurance policy held by the Company. Additionally, if you are required to travel abroad, you may be covered under the Company's Overseas Medical Insurance Policy.
2. Group Personal Accident Insurance- You shall be covered under the Personal Accident Insurance Policy held by the Company.
3. Group Term Life Insurance- You shall also be covered under the Group Term Life Insurance Policy held by the Company.
4. Transport Facility- Bus transport facility may be available, by paying nominal charges as per Company's policy, on various routes at different Company locations. If you opt for the facility, the applicable charges will be deducted from your salary in the monthly payroll.
5. Annual Leave/Public Holidays- You will be eligible for annual leaves and public holidays as determined by the Company's Leave Policy which is subject to change from time to time.

If you become indebted to the Company for any reason, the Company may, if it so elects, set off any sum due to the Company from you against the compensation payable to you and collect any remaining balance from you.

G.) You shall be eligible for following additional one-time payouts:

- **Special Incentive:** You shall be eligible for one-time incentive of **INR 25,000.00/- (Rupees Twenty Five Thousand Only)** post completion of one year of service from your date of joining with the Company. This payment will be made to you in the subsequent payroll cycle post completion of one year and will fully taxable. However, in the event that you are not an active employee of the Company (i.e. terminated or you resign from employment or for any other reason) post completion of one year but before the disbursement of one-time incentive, you shall not be entitled for this one-time incentive paid.

H.) Probationary Period:

1. You will be on probation for a period of six months from your date of joining the Company and continuity of your employment with the Company is dependent on confirmation of your employment. The Company reserves the right to revise the probation period depending on your performance and/or other consideration.
2. At any time during your probation period the Company may confirm your employment by way of a written communication, if your performance is found to be satisfactory. Your probation shall be deemed extended, for a period not exceeding 30 days, in a situation where you do not receive the aforesaid written communication from the Company.

I.) Performance Review: You will be eligible to participate in Company's performance review process as per Company policy.

J.) Conditions of hire:

1. Your employment with the Company will be subject to the following pre-conditions:
 - a. You will submit relevant documents as mandated by the Company.
 - b. You obtain requisite certification or complete mandated assessments which are basis for offering you employment opportunity with the Company.
 - c. You obtain a clear discharge and/or relieving letter from your most recent employer (prior to joining the Company). Nevertheless, you must submit a clear discharge and/or relieving letter within forty-five (45) days of joining the Company.
 - d. You represent that acceptance of employment with the Company does not breach any terms/provisions of your previous employment agreement or any other agreement to which you are bound.
 - e. You acknowledge that the Company has offered you employment based on the fact that there are no pending claims, actions, suits or proceedings against you which might reasonably be expected to have an adverse effect on your ability to perform your duties hereunder and/or upon the Company.
 - f. You provide two satisfactory references, one being from your most recent employer(s) (prior to joining Capgemini Engineering).
 - g. Your background verification check (including residential address(es), academics & professional Degree/Diploma & Certifications, previous employment(s), criminal background etc. as applicable) conducted by the Company is cleared; and
 - h. You represent that you have not been involved in any fraud, unethical and/or immoral acts, departmental inquiry in your previous employment(s) and/or been part of any pending investigation (whether judicial, quasi-judicial or otherwise) which you have not disclosed from the Company prior to your joining.
 - i. Your employment shall be subjected to the below-mentioned additional terms and conditions.
 - a. You should clear the final degree examination and submit your Highest Degree/Provisional Certificate/Consolidated marksheet and/or Final year Mark sheet, as a proof of passing. In the event you fail to clear the final examination in the first attempt or fail to submit the proof of the same by 12/05/2022(for current year pass outs), our Offer shall stand automatically revoked or otherwise your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - b. You will be required to clear if applicable, the mandatory Entry Level Certification Training Test ("Test") of the Company in the first attempt. In case the Test is applicable, the details of the mandatory certification and the test will be communicated to you upon your joining the Company. If you do not successfully clear such Test, your employment with the Company shall cease immediately without any further obligation or liability upon the Company.
 - c. As a condition of your employment with the Company, you may be required to undergo certain specialized training, certification and/or skill up gradation, at the cost, resource and expense of the Company. In case of such consideration thereof, you shall be required to sign a training agreement or service agreement with the Company, and inter alia provide a commitment to work for the Company for 24 months, failing which there would be certain monetary liabilities that you would need to bear. Prior to acceptance of our Offer, you may request HR Department for more details in this respect including draft of such an agreement, for your review. You fill the complete Back ground verification link given along with the welcome mail of the offer.
 - j. That you have obtained / scored a minimum percentile in all semesters of your graduation course, as per the eligibility criteria specified to you during the hiring process.
 - k. You will join our Fresher training if applicable to you and for successful completion of training you will be evaluated upon defined parameters and will be required to score a minimum percentage. Details pertaining to fresher training will be provided to you separately at the time of on-boarding.
2. Your employment is inter alia based on the information furnished by you to the Company including declarations and undertakings thereto. If at any time during your employment with the Company, the Company discovers that you have furnished any false, fake, forged information (including documentation) for securing employment with the Company or otherwise failed to disclose any information about your past employment, the Company reserves the right to take disciplinary action against you, including, but not limited to, right to terminate your employment without notice and your employment with the Company will be void ab-initio.

K.) Your employment with the Company will also be governed by the terms and conditions of employment contained in **Exhibit 1** attached hereto.

You are required to treat this letter and its contents as strictly confidential and should not disclose the same to any person or entity (except to your advisors, attorneys and accountants, for seeking their advice) without our prior written consent.

At Capgemini Engineering, one of our goals is to afford all our people the opportunity to pursue their careers, to achieve their personal best, and to balance their personal and professional goals. Capgemini Engineering values your abilities and believes it can provide you with an atmosphere in which you can develop your professional talents to the fullest.

As a token of your acceptance of our offer of employment with the Company, please sign in the space provided below and return a duplication version of this letter immediately to us within fifteen (15) days from the date of this letter. Our offer shall automatically lapse unless (i) you confirm your acceptance of it and return a copy to us within the prescribed time and (ii) you join us on or before your date of joining stated in this Employment Offer Letter.

For Aricent Technologies (Holdings) Limited



Chandra Reddy K

Managing Director

ER&D GBL India

Acceptance

I have read and understood the contents of this Employment Offer Letter and Exhibits hereto (hereinafter 'Letter') and accept all the terms and conditions of this Letter in its totality. I confirm that there are no other oral/written understandings other than as detailed herein between me and Aricent Technologies (Holdings) Limited.

This Letter supersedes all previous agreements (written or oral) between the parties in relation to the subject-matter. I confirm that I am not breaching any terms or provisions of any prior agreement or arrangement by accepting this offer.

Name: **Manthan Pareek**

Date: **09/30/2022**

EXHIBIT 1

Terms & Conditions of Employment with Aricent Technologies (Holdings) Limited

1. CURRENT WORK LOCATION:

1.1 Aricent Technologies (Holdings) Limited ("**Capgemini Engineering**" or "**Company**") may require you to work at other Company locations and/or on customers' sites both, within or outside India. The Company shall seek to give you reasonable notice of extensive travel requirements, and to take into account your personal circumstances where appropriate.

1.2 Depending upon exigencies of business you may be transferred/deputed, at Company's sole discretion, within India or outside by the Company in any capacity as the Company may desire from time to time, from:

- a) one location to another; or
- b) one team/department/account/function/Business Unit to another; or
- c) one project/job to another; or
- d) the Company to any other group entity or affiliate or any other business associate as the Company may deem appropriate from time to time.

1.3 Such transfer/deputation/assignment/relocation shall not entitle you to ask for revision in your salary or any terms or conditions of your service. The Company does not guarantee the continuation of any benefits or perquisite at the new location. In all such cases of transfer/deputation/assignment/relocation you will be governed by the relocation policies and policies of the Company existing at that time. Consequent to such transfer/deputation/assignment/relocation, you will be governed by the terms and conditions of service as applicable to your category of employees in the new location (which includes but is not limited to office days/hours and holidays).

2. DUTIES AND RESPONSIBILITIES:

2.1 You shall devote your skill, knowledge and working time to the conscientious performance of your duties and responsibilities towards the Company. You shall perform your duties with diligence, devotion and discretion. You shall comply with all directions given to you by your reporting manager/supervisor and shall faithfully observe all the rules, regulations and Company policies. Further, the Company may, at any time, in its sole discretion, suitably modify your roles, responsibilities and duties.

3. COMPENSATION:

3.1 Your all-inclusive annual target compensation and corresponding details are provided in the Employment offer letter.

4. TRAINING:

4.1 During the term of your employment, the Company may offer you an opportunity to undergo certain specialized training, certification and/or skill upgradation from time to time, which shall inter alia enhance your career opportunities at the Company and otherwise. In case you accept the Company's offer for training, the Company is likely to incur expenses including in relation to training costs, course fees, recruitment and induction costs, salary and benefits during training period, opportunity loss, etc. Depending on the nature of training/certification and corresponding cost and expenses, the Company may require you to execute training agreement with the Company for a specific period (which will be indicated to you at that time) in consideration of the cost the Company would be incurring for such training/certification. Under such training agreement, you shall agree to inter alia serve a minimum term of employment with the Company, failing which you will be required to reimburse the Company for the cost of training/certification identified in the training agreement and any other costs related to the training/certification.

5. COVENANTS AND REPRESENTATIONS:

5.1 You also agree that during the term of your employment with the Company and for twelve (12) months after the cessation of employment, regardless of the reason of cessation of employment, you will not:

- a) directly or indirectly, on your own behalf or on behalf of or in conjunction with any person or legal entity, recruit, hire, solicit, or induce, or attempt to recruit, hire, solicit, or induce, any employee of the Company with whom you had dealings, personal contact or supervised while performing your duties or otherwise, to terminate their employment relationship with the Company.
- b) directly or indirectly, solicit or attempt to solicit business, customers or suppliers of the Company or of its affiliates.
- c) directly or indirectly, solicit or attempt to solicit or undertake employment with any client of the Company or any organization where you have been taken or sent for training, deputation or secondment or professional work by the Company; and
- d) provide or attempt to provide professional services similar to those provided by the Company to its current or prospective customers, with whom you (i) had business interactions or any other dealings on behalf of the Company during your employment with the Company and/or (ii) had been directly associated with the customer in relation to a project.

5.2 You and the Company acknowledge and agree that the duration and scope of the Covenants contained herein are fair and reasonable. Accordingly, you and the Company agree that, in the event that any of the covenants contained herein are nevertheless determined by a judicial or quasi-judicial body to be unenforceable because of the duration or scope thereof, the judicial or quasi-judicial body making such determination may reduce such duration and/or scope to the extent necessary to enable such judicial or quasi-judicial body to determine that such covenant is reasonable and enforceable, and to enforce such covenant as so amended.

5.3 You will also be governed by all applicable rules, processes, procedures, and policies (including but not limited to Information Security Management System (ISMS) policies and procedures, Code of Business Ethics of the Company, which are not specifically mentioned in this Letter. The applicable rules/processes/procedures/policies are available on the Company's Intranet and you are expected to go through the same carefully. For any clarification in relation to applicable rules/processes/procedures/policies, please get in touch with concerned department. If at any time during your employment with the Company, you are found in violation of any applicable rules, processes, procedures, or policies of the Company, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.4 Capgemini Engineering prides itself as a company with the highest order of ethical conduct in its dealings with employees, customers, service provider, agents, governments or any other third party. It is important that you fully understand this philosophy and the relevant policies. If at any time during your employment with the Company, you are found to be in violation of such policy and/or generally accepted ethical/moral standards, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

5.5 You declare that you are medically fit to carry out the duties expected of you by the Company. You represent that you have no communicable disease and you are not addicted to drugs or any other substance of abuse. During the term of your employment with the Company, you are required to be medically fit to perform the duties assigned to you from time to time. As to whether you are medically fit, is an issue which will be professionally determined by the Company and you shall be bound by such determination. The Company may require you to undergo periodical medical examination as and when intimated to you by the Company.

5.6 You represent that you are not in breach of any contract with any third party or restricted in any way in your ability to undertake or perform your duties towards the Company. You covenant that you will be fully responsible for any personal liabilities that may arise as the result of an agreement or arrangement between you and any third party and that the Company will in no way be concerned with such liabilities.

5.7 You will at all times maintain your ability to be employable and in the event of any change in your personal circumstances resulting in possible alteration to the employability status, you will keep the Company informed in writing about such change.

5.8 During your employment with the Company, to meet the exigencies of business, the Company may require you to (i) work on any project that you are assigned to, on any technical platforms/skills and nature of the project or (ii) work night hours or (iii) work in shifts (including night shifts).

5.9 Regardless of any secondment to any of the Company's affiliated entity/business associate/joint venture or where you may be required to work overseas for any such entity for an extensive period, you shall at all times remain an employee of the Company exclusively and shall not be entitled to any such foreign salary or benefits (including medical insurance, green card sponsorship, etc.) payable or applicable to employees of such other Capgemini Engineering entities other than the salary and benefits specified in the Employment Letter and/or the salary and benefits that may be determined by Capgemini Engineering and communicated to you in writing.

5.10 Unless specifically authorized by the Company in writing, you shall not sign any contract or agreement that binds the Company or creates any obligation (financial or otherwise) upon the Company. You shall also not enter into any commitments or dealings on behalf of the Company for which you have no express authority nor alter or be a party to any alteration of any principle or policy of the Company or exceed the authority or discretion vested in you without the previous sanction of the Company.

5.11 During the period of employment, you agree not to draw, accept or endorse any cheque or bill on behalf of the Company or, in any way, pledge the Company's credit except so far as you may have been authorized by the Company to do so, either generally or in any particular case.

5.12 During the term of your employment, you shall not communicate with the media or with journalists in relation to the Company or its affairs, without obtaining a specific prior written permission from the Company.

5.13 You acknowledge and provide your consent vide Consent Letter for use of personal information including Sensitive Personal Data or Information ("SPDI") to the Company (a) to share your sensitive personal data or information about you and/or your dependents (wherever applicable) provided to the Company with third parties for purposes deemed appropriate by the Company from time to time; (b) to share information about you with affiliates of the Company for administrative purposes/audit and with clients/prospects in relation to any staff augmentation requirements; (c) to treat any personal data to which you have access in the course of your employment strictly in accordance with Company policies and not using any such data other than in connection with and except to the extent necessary for the purposes for which it was disclosed to you. You further acknowledge and consent for use of your personal images and voices in marketing material, videos, etc; and confirm that you have read and understood the Company's Privacy Policy in relation to the collection, processing, use, storage and transfer of SPDI and you agree to the terms thereof.

5.14 You agree to comply with all laws, ordinances, regulations applicable in relation to your employment with the Company including but not limited to the anti-corruption laws, anti-bribery laws such as Prevention of Corruption Act, 1988 of India, the Foreign Corrupt Practices Act, 1977 of the United States and the Bribery Act 2010 of the United Kingdom and/or data privacy laws. Without limiting the generality of the foregoing, you represent and covenant that you have not, and shall not, at any time, during your employment with the Company, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (i) any public servant, government official, political party or candidate for political office; or (ii) any other person, firm, corporation or other entity, with knowledge that some, or all of that money, or other thing of value will be paid, given, offered or promised to a public servant, government official, political party or candidate for political office, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Company's business.

5.15 You hereby represent to the Company that:

- a) you are legally permitted to reside and be employed in India.
- b) you have reviewed these terms and conditions and that you understand the terms, purposes and effects of the same.
- c) you have accepted these terms and conditions only after having had the opportunity to seek clarifications.
- d) you have not been subjected to duress or undue influence of any kind to accept these terms and conditions and these terms and conditions will not impose an undue hardship upon you.
- e) you have accepted these terms and conditions of your own free will and without relying upon any statements made by the Company or any of its representatives, agents or employees; and
- f) you have all requisite power and authority, and do not require the consent of any third party to accept our offer.

6. CONFIDENTIALITY:

6.1 This is a highly Confidential and Private document. You are required to maintain, at all times, the confidentiality and ensure that the contents or details of this Letter are not shared with anyone.

6.2 You are aware that in the course of your employment with the Company, you shall have access to Confidential Information. "Confidential Information" shall mean and include, but not limited to, proprietary, confidential, sensitive, personal information about inventions, products, designs, methods, know-how, techniques, trade secrets, systems, processes, strategies, software programs, content, data, techniques, plans, designs, programs, customer information, works of authorship, intellectual property rights, customer lists, employee lists and any other personally identifiable information about any employee of the Company or its affiliate or personally identifiable information of its customers or clients of its customers, user lists, vendor lists, content provider lists, supplier lists, pricing information, projects, budgets, plans, projections, forecasts, financial information and proposals, intellectual property, terms of this Letter and any other information which due to the nature or character of such information, any prudent person might reasonably under similar circumstances treat such as confidential or would expect the Company to regard such information as Confidential, all regardless as to whether such information is in written form or electronic form or disclosed orally before or after the date hereof.

6.3 You agree that you may receive in strict confidence all Confidential Information of the Company, its affiliates or its clients or prospective clients of the Company or its affiliates. You further agree to maintain and to assist the Company in maintaining the confidentiality of all such Confidential Information, and to prevent it from any unauthorized use.

6.4 You agree and confirm that, you will, at all times:

- a) maintain in confidence all such Confidential Information and will not use such Confidential Information other than as necessary to carry out the purpose for which it was shared with you.
- b) not disclose, divulge, display, publish, or disseminate any such Confidential Information to any person except with the Company's prior written consent.
- c) treat all such Confidential Information with the same degree of care that you accord to your own confidential information, but in no case less than reasonable care.
- d) prevent the unauthorized use, dissemination or publication of such Confidential Information.
- e) not copy or reproduce any such Confidential Information except as is reasonably necessary for the purpose for which it was shared with you.
- f) not share such Confidential Information with any third party (specifically those persons who are in the same field of activities as that of the Company or are in direct or indirect competition to the Company).
- g) not use such Confidential Information in any way so as to procure any commercial advantage for yourself or for any third party or in a manner that is directly or indirectly detrimental to the Company.
- h) neither obtain nor claim any ownership interest in any knowledge or information obtained from such Confidential Information; and
- i) not use or attempt to use any such Confidential Information in any manner that may harm or cause loss or may be reasonably expected to harm or cause loss, whether directly or indirectly, to the Company, its affiliates or its customers.

6.5 All such Confidential Information shall remain the sole and exclusive property of the Company, and no license, interest or rights (including, without limitation, any intellectual property rights) to such Confidential Information, or any copy, portion or embodiment thereof, is granted or implied to be granted. Nothing in this Letter shall limit in any way the Company's right to develop, use, license, create derivative works of, or otherwise exploit its own Confidential Information.

6.6 You shall be under no obligation of maintaining confidentiality of such Confidential Information as per provisions of this clause if the information:

- a) was in your possession before receiving the same from the Company pursuant to this Letter.
- b) is or becomes a matter of public knowledge through no fault of yours; or
- c) is rightfully received by you from a third party without a duty of confidentiality.

6.7 If you are served with a court or governmental order requiring disclosure of any part of such Confidential Information, you shall, unless prohibited by law, promptly notify the Company before any disclosure and cooperate fully (reasonable expense to be borne by the Company) with Company and its legal counsel in opposing, seeking a protective order or limit, or appealing any such subpoena, legal process, request or order to the extent deemed appropriate by the Company.

6.8 Upon cessation of your employment with the Company or on a written request of the Company, whichever is earlier, you shall return or destroy (at the Company's option) any part of such Confidential Information that consists of original, and copies of, source material provided to you and still in your possession and, if requested by the Company, shall provide written confirmation to the Company to that effect.

6.9 You shall not, whether during your employment and/or after cessation of your employment, for whatever reason, use, disclose, divulge, publish or distribute to any person or entity, otherwise than as necessary for the proper performance of your duties and responsibilities under this Letter, or as required by law, any confidential information, messages, data or trade secrets acquired by you in the course of your employment with the Company.

6.10 If you are found to be in breach of this clause, the Company reserves the right to take disciplinary action against you, including right to terminate your employment without notice.

6.11 You shall maintain the confidentiality of all price sensitive information and shall handle all such information on a strict 'need to know' basis i.e. disclose only to those within the Company who need the information to discharge their duty. You shall not pass on such information to any person directly or indirectly by way of making a recommendation for the purchase or sale of securities. Further, during your employment, you shall be subject to applicable trading restrictions e.g. when the trading window is closed, you shall not trade in the Company or any of its affiliates' securities during such period.

7. INTELLECTUAL PROPERTY:

7.1 "Intellectual Property Rights" shall mean all industrial and intellectual property rights (including both economic and moral rights), including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, manuscripts, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, design and all documentation and media constituting, describing or relating to the above.

7.2 You represent that all services performed by you for the Company shall be your original work and shall not incorporate any third-party materials or work in which you or any third party asserts an ownership interest or Intellectual Property Right. Provided that in the event the Company is held liable or is faced with a claim for your violation of any Intellectual Property Rights belonging to a third party, you undertake to indemnify the Company (and/or any of its affiliates, as the case may be) against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorney's fees and court fees resulting there from.

7.3 If at any time during your employment with the Company, you (either alone or with others) whether or not during normal business hours or arising in the scope of your duties of employment make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or any Intellectual Property Right whatsoever (including all work in progress) or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (collectively '**Developments**') that:

- a) relates to the business of the Company (or its affiliate), or to its customers or suppliers, or to any of the products or services being developed, manufactured, sold or provided by the Company (or any of its affiliate) or which may be used in relation therewith.
- b) results from tasks assigned to you by the Company; or
- c) results from the use of premises or personal property (whether tangible or intangible) loaned, eased or contracted for by the Company or its affiliate,

such Developments (including all work in progress) and the benefits thereof shall immediately become the sole and absolute property of the Company, as works made for hire or otherwise, and you shall immediately disclose to the Company, without cost or delay and without communicating to others the same, each such Development and all available information relating thereto (with all necessary plans and models).

7.4 You hereby irrevocably, absolutely and perpetually assign any and all rights (including any Intellectual Property Rights) you may have or acquire in the Developments and all benefits and/or rights resulting there from to the Company and its assigns without additional compensation on worldwide basis. You acknowledge that the salary and other payments receivable by you from the Company is adequate compensation for such assignment. You hereby waive and quitclaim to the Company any and all claims of any nature whatsoever that you may now have or may hereafter have in and to the Developments (including all work in progress).

7.5 All such assignment of rights shall be perpetual irrevocable, universal and shall not lapse, even if the Company fails at any time to commercially exploit any such Developments. Notwithstanding the provisions of Section 19(4) of the Copyright Act, 1957, any assignment in so far as it relates to copyrightable material shall not lapse nor the rights transferred therein revert to you, even if the Company does not exercise the rights under the assignment within a period of one year from the date of assignment. You hereby agree to waive any right to and refrain from raising any objection or claims to the Copyright Board with respect to any assignment, pursuant to Section 19A of the Copyright Act, 1957. You further agree to assist and cooperate with the Company in perfecting the Company's rights in any of the Developments.

7.6 Any assignment of copyright hereunder (and any ownership of a copyright as a work made for hire) includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as 'moral rights' (collectively '**Moral Rights**'). If, you are deemed under applicable law to retain any rights in any Developments, including without limitation any Moral Rights, you hereby waive, and agree to waive, all such rights. To the extent that such waivers are deemed unenforceable under applicable law, you grant, and agree to grant, to the Company or its assigns the exclusive, perpetual, irrevocable, universal and royalty-free license to use, modify and market the Development, without identifying you or seeking your consent.

7.7 If you are not employed with the Company at the time when the Company requests your assistance in connection with the foregoing, the Company will pay you for your reasonable time expended in complying with the above terms at an hourly rate equal to the effective hourly rate at which you were paid the Company immediately prior to your termination as an employee.

7.8 Should the Company be unable to secure the signature on any document necessary to apply for, prosecute, obtain, protect or enforce any Intellectual Property Rights, due to any cause, you hereby irrevocably designate and appoint the Company and each of its duly authorized officers and agents as your agent and attorneys to do all lawfully permitted acts to further the prosecution, issuance, and enforcement of the Intellectual Property Rights or protection in respect of the Developments, with the same force and effect as if executed and delivered by you.

7.9 Notwithstanding the foregoing, you will also be bound by Capgemini Engineering's policy with respect to Intellectual Property.

8. CONFLICT OF INTEREST:

8.1 During your employment, you will not, directly or indirectly, whether alone or as a partner joint venture, officer, director, employee, consultant, agent, independent contractor or stockholder of any company, business or other commercial enterprise: (i) engage in any business activity similar in nature to any business conducted or planned by the Company, or (ii) compete in any way with products or services being developed, marketed, distributed or otherwise provided by the Company.

8.2 You shall not undertake, whether directly or indirectly any full time or part time employment or operate or manage business of any kind whatsoever, so long as you are in employment with the Company.

8.3 During your employment if you become aware of any potential or actual conflict between your interests and those of the Company, then you shall immediately inform the Company about such conflict. Where the Company is of the opinion that such a conflict does or could exist, it may direct you to take appropriate action(s) to resolve such a conflict, and you shall comply with such instructions.

8.4 During the course of your employment, you shall not, either directly or indirectly, receive or accept for your own benefit or the benefit of any person or entity other than the Company any gratuity, emolument, or payment of any kind from any person having or intending to have any business with the Company.

8.5 To perform your duties towards the Company, you will have access to email, internet, Company assets (desktop, laptop, mobile phones etc.) and other Company infrastructure. You shall ensure that at all times your use of such facilities meets the ethical and social standards of the workplace. Further, your use of such facilities must not interfere with your duties and must not be illegal or contrary to the interests of the Company.

9. RETIREMENT/TERMINATION:

a.) Retirement

- (i) You will automatically retire from employment with the Company on the last day of the month in which you complete sixty (60) years of age. It is hereby clarified that the Company reserves it right to change the retirement age.

b.) Notice Period/Termination

- (i) During the probation period, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you two months' written notice or payment of gross salary in lieu thereof.

Upon confirmation, your employment with the Company may be terminated (i) by you, upon giving the Company three months' written notice or at the Company's discretion, payment of gross salary in lieu of notice or (ii) by the Company, upon giving you three months' written notice or payment of gross salary in lieu thereof.

- (ii) Notwithstanding anything to the contrary, the Company reserves the right to relieve you from services of the Company only upon your satisfactory handover of all the duties and responsibilities assigned to you (including but not limited to any knowledge transfer and serving the notice period conditions).
- (iii) Notwithstanding the aforesaid or anything else to the contrary, the Company may suspend, dismiss, discharge or terminate your employment with immediate effect by a notice in writing (without salary in lieu of notice), in the event of (i) fraudulent, dishonest or undisciplined conduct by you, (ii) you committing a breach of integrity, or embezzlement, or misappropriation or misuse or causing damage to the Company's asset/property, (iii) your insubordination or failure to comply with the directions given to you by persons so authorized, (iv) your insolvency or conviction for any offence involving moral turpitude, (v) your breach of any terms or conditions of this Letter or the Company's policies or other documents or directions of the Company, (vi) you going on or abetting a strike in contravention of any law for the time being in force, (vii) you conducting yourself in a manner which is regarded by the Company as prejudicial to its own interests or to the interests of its clients or (viii) misconduct by you as provided under the labor laws and/or in the Company policies.

- (iv) In the event of willful neglect or breach of any of the terms hereof or refusal on your part to carry out the lawful instructions of any authorized officer of the Company or being guilty of misconduct, the Company may terminate your employment forthwith without notice and with no obligation to pay you any compensation.
- (v) In case you absent yourself from duty continuously, without prior authorization, for ten (10) consecutive calendar days or more you shall be deemed to have left and relinquished the service on your own accord and such relinquishment of service shall be deemed as a repudiation of your employment. In such circumstances, the Company will have the discretion of (a) adjusting salary against the notice period of such abandonment and recover any outstanding dues towards payable to the Company; and (b) presume that you have voluntarily abandoned the services of the Company and strike off your name from the Company's payroll.

c.) Effects of Cessation of Employment

- (i) Upon cessation of your employment with the Company (whether by virtue of termination/resignation/retirement), you will immediately return to the Company all of the Company's Confidential Information, tools, assets, accessories, formulae, documents, specifications, books etc. in your custody, care of charge and obtain clearance certificate from the relevant person/office/department, on production of which alone your dues, if any, will be settled by the Company, failing which the Company reserves the right to adjust the dues against any amounts payable to you or separately claim the same from you or use available legal remedies to recover the assets or any other amount due to the Company.
- (ii) If any Letter of Authority or Power of Attorney is issued to you, you will undertake to return it on demand or immediately upon cessation of your employment with the Company.
- (iii) Upon cessation of your employment with the Company, the Company may require you to sign appropriate release terms without any additional compensation.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Neither party shall be liable to the other party for any indirect, incidental, contingent, consequential, punitive, exemplary, special or similar damages, including but not limited to, loss of profits or loss of data, whether incurred as a result of negligence or otherwise, irrespective of whether either party has been advised of the possibility of the incurrence by the other Party of any such damages.

10.2 The Company's liability arising out of or in connection with this Letter, whether based in contract, tort (including negligence and strict liability) or otherwise, shall not exceed the amount paid by the Company to you for a period of three (3) months preceding the cause of action.

10.3 Notwithstanding anything to the contrary contained herein, you shall indemnify and keep indemnified the Company, its directors, officers and employees from and against all claims, demands, actions, suits and proceedings (including any losses, damages, costs, charges and expenses), whatsoever that may be brought or made against the Company by any third party as a result of any act or omission, non-performance or non-observance by you of any of the terms and conditions of this Letter and/or arising from your failure to comply to any statute or enactment/s (including but not limited anti-bribery laws and data protection laws).

11. MISCELLANEOUS:

11.1 Notice: All notices to you in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by email (as per Company records) or by courier or by speed post addressed to the address mentioned hereinabove. It will be your responsibility to inform the Company of any change in your address and contact details including telephone numbers, personal email addresses etc.

All notices to the Company in relation to your employment shall be in writing and in English language and shall be served either by hand delivery or by sending the same by registered post or by courier or by speed post addressed to the Company's office address referred in the Employment Letter or by email with a physical copy by any of the abovementioned ways.

11.2 Severability: The parties acknowledge and agree that if any of the provision of this Letter is deemed invalid, void, illegal, and unenforceable that provision stands severed from this Letter and the remaining provisions of this Letter shall remain valid and enforceable.

11.3 Publicity: You shall not use the name and/or trademark/logo of Capgemini Engineering, its group companies, subsidiaries or associates before media (irrespective of the form whether print, audio visual, electronic etc.) in any other manner which is detrimental to the interest, image and goodwill of the Company and its affiliates without prior written consent of the Company. In the event you intend to share/disclose article which includes any information about the Company or its affiliates/customers for possible publication or dissemination outside the Capgemini Engineering group, you agree to inform the Company and obtain its prior written consent on the article you wish to disclose. Further, you agree to make such modifications/deletions/revisions to the article as are requested by the Company to protect its property/interest/reputation.

11.4 Non-Disparagement: During the term of your employment with the Company and at all times thereafter, you will not make any false, defamatory or disparaging statements about the Company, or the employees, officers or directors of the Company that are reasonably likely to cause damage to any such entity or person.

11.5 Waiver: No delay or failure of any party in exercising or enforcing any of its rights or remedies whatsoever shall operate as a waiver of those rights or remedies or so as to preclude or impair the exercise or enforcement of those rights or remedies. No single or partial exercise or enforcement of any right or remedy by any party shall preclude or impair any other or further exercise or enforcement of that right or remedy by that Party. Save as expressly provided in this Letter neither party shall be deemed to have waived any of its rights or remedies whatsoever unless the waiver is made in writing, signed by a duly authorized representative of that party and may be given subject to any conditions thought fit by the grantor. Unless otherwise expressly stated any waiver shall be effective only in the instance and for the purpose for which it is given.

11.6 Integration: This Letter along with its Exhibit constitutes the entire understanding between the parties and supersedes all previous agreements (written or oral) between the Parties in relation to its subject-matter.

11.7 Survival: Clauses 5.1, 5.13, 6, 7, 9(c), 10, 11.1, 11.7, 11.8 and 11.9 and any other clause which by its nature is expected to survive shall all survive the expiry/termination (for whatever reason) of the Letter and shall continue to apply.

11.8 Dispute Resolution/Governing Law: The Parties to this Agreement shall make best efforts to settle by mutual conciliation any claim, dispute or controversy ("Dispute") arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, or the breach hereof. All disputes, differences and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties hereunder and which cannot be settled by mutual conciliation shall be referred to Arbitration to be held in Delhi in English Language in accordance with the Arbitration and Conciliation Act 1996, or any statutory amendments thereof and shall be referred to a sole Arbitrator to be appointed by Capgemini Engineering. The award of the Arbitrator shall be final and binding on Parties. This Letter shall be governed and interpreted in accordance to the laws of India and the courts at Delhi only shall have exclusive jurisdiction.

11.9 Rights to Injunctive Relief: You hereby expressly acknowledges that any breach or threatened breach by you of any of your obligations set forth in this Letter and/or any of the Company policies may result in significant and continuing injury and irreparable harm to Company, the monetary value of which would be impossible to establish. Therefore, you agree that Company shall be entitled to injunctive relief in a court of appropriate jurisdiction with respect to such provisions.

CONSENT LETTER

For use of Personal Information & Sensitive Personal Data or Information

I, _____ residing at _____, do hereby provide my express consent to my employer, Aricent Technologies (Holdings) Limited having its registered office at 5, Jain Mandir Marg (Annexe), Connaught Place, New Delhi 110001, India, CIN: U72100DL2006PLC149728 (hereinafter referred to as the "Company", which expression shall unless repugnant to the context or meaning thereof mean and include its successors, nominees, assigns and administrators) as follows:

1. That I acknowledge and provide my consent to the Company to collect, store, process, transfer and share my personal information and sensitive personal data or information and information of my dependents wherever applicable, (including sensitive personal information like bank accounts, PAN, blood group, biometric information, medical record, email addresses etc.) for purposes deemed appropriate by the Company from time to time, including but not limited to:
 - a) background verification agencies for the purpose of verifying the information submitted by me basis which I have been made an offer of employment,
 - b) payroll processing agencies for processing my payroll (including reimbursement claims),
 - c) law enforcement agencies,
 - d) to comply with a judicial/quasi-judicial order,
 - e) auditor (including internal auditors, statutory auditors or Capgemini Engineering clients or their auditor) for the purpose of audit,
 - f) insurance companies for the purpose of group insurance, personal accident insurance etc.
 - g) service providers providing services for biometric access to office premises for monitoring attendance,
 - h) foreign consulates, embassies etc. and service providers (including travel agents) for the purpose of processing of visa, work permits etc.
2. Further, I also acknowledge and provide my consent to the Company to transfer and share (within India and outside of India) such information with:
 - a.) affiliates of the Company for administrative purposes and/or audit;
 - b.) clients/prospects in relation to any staff augmentation assignments.
3. That I agree and confirm that this consent letter shall be construed in accordance with the laws of India and the courts in Delhi shall have exclusive jurisdiction to adjudicate upon any dispute that may arise in relation to this Consent Letter.
4. That should any provisions of this consent letter be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this consent letter shall not be affected or impaired thereby.
5. I hereby declare that the execution of this consent letter has been done out of my own free will and consent and without any undue force or coercion in any manner whatsoever.
6. I am aware that I have the right to access and rectify my sensitive personal data or information provided to the Company and corresponding obligation to immediately update my sensitive personal data or information in Company's records in the event of any change.
7. I am aware that Company has adopted security practices and procedure to ensure that the information collected is secure and these are available on the Company's intranet.

This consent letter shall come into force immediately upon its execution by me.

Name:

Signature:

Date:

ANNEXURE I (A)

Joining Documents

Please carry a complete set of original and photocopied documents (2 sets) as specified below.

I. Academic qualification (Highest qualification as applicable):

- Highest Academic Qualification – all semester marksheet and certificates
- Provisional Certificate OR Convocation OR Degree certificate
- If Applicable- Diploma/ Completion Certification(s) for specialized courses

II. Employment experience related documents(As applicable):

a. Current Employer

(Document mandatorily containing: Emp ID, Designation, Start Date of Employment, End Date of Employment)

- Resignation acceptance letter OR Email confirmation from the HR (official domain) OR Relieving Letter AND Experience Certificate
- Pay slips for last 3 months

b. Previous Employer(s)

- Experience Certificate AND / OR Relieving certificate of all employments (ensure the above document specifies start date and end date of your employment (s))

III. Mandatory Documents

- UAN card copy with KYC as "YES" (not required for freshers)
- E-Aadhar card copy
- Passport size photograph – 4 copies (white background)

IV. Proof of Identity (Any two):

- PAN Card (Mandatory)
- Valid Passport – All pages
- Driving License
- Voter's Id

ANNEXURE I (B)

Background Verification

Reference terms:

Capgemini Engineering adheres to a strong background verification process. As a part of this process all the personal and professional information provided by you is verified, therefore we request you to provide all the necessary relevant documents as per the information provided. This will help us verify your

- Education Credentials (Bachelor's Degree/Post Graduate Degree etc. whichever is higher)
- Professional Experience & Employment(s) Credentials.
- Database
- Court Record (as applicable)

Note: Based on certain business requirement and statutory rules, Capgemini may initiate additional checks during your tenure in the organization. By accepting this offer you agree to undergo such additional checks as required. Capgemini will not take any individual approval for the same.

Please ensure that the following steps are followed to initiate the process and submit the necessary documents whenever the insufficiency is intimated to avoid delay in onboarding and completion of BGV.

***** You are required to submit all the documents at the earliest from receiving this Offer and the NES failing to which offer will be revoked *****

Fill the standard application form by clicking the New Employee Wizard (NES) link (received from SuccessFactors Onboarding <auto.noreply@capgemini.com>). (You will receive the link to New Employee Wizard portal shortly). In case you have not received this link within the next 3 days, please get in touch with your recruiter immediately.

Download the Address check Form, Database check form, Court record form - from the New Employee Wizard link; update the details in the form with your manual signature and mention the current date on which you have signed this form. You will have to upload the scanned copy of these documents on to the New Employee Wizard link.

- Highest Educational Degree Certificate and Final year Mark sheet
- Submission of all semester/term mark sheets of your highest qualification.
- Any qualification obtained from the Institute which is not recognized by UGC/AICTE **is not considered**.
- Experience letters and relieving letters for last 5 years of employment as applicable

Please note, should you provide any other additional document than the aforesaid, the Company shall not be held responsible for the same

- On the date of joining you are required to carry the experience letter/Relieving letter from all your past employers for last 5 years of employment as applicable
- These letters should clearly mention your date of joining & last working day with your previous employers

Some organization issue relieving/experience letter along with the full and final settlement in such cases you should submit the resignation acceptance mail authorized by your last employers HR department and you should ensure that the last working day is clearly mentioned on this acceptance letter. Please note that in such cases you will have to upload the original experience/relieving letter in the Background verification Application (Link available on E-mail) not later than 45 days of your joining***

- Campus Hire: For current year pass outs, mandate documents (Final year marksheet/consolidated marksheet and Provisional certificate) to be shared within 60 days of joining Capgemini".

Court Verification Forms

- Court Record form

Note:

All these forms (Address check Form, Database check form, Court record form) are available on the New Employee Wizard link. Please download these forms from the New Employee Wizard link and fill the information in BLUE ink only.

All the above forms will be shared with our empaneled BGV vendors. As part of the verification process, you may be requested to support with verification which could include police and court checks. The forms are further submitted to the respective authorities (Police/Courts etc) and as a part of the verification process the representatives of these authorities may visit your residence for verification; alternatively, they may also call you or ask you to visit the nearby Police Station.

Important points to note:

- In an event you fail to upload the required pending documents in the BGV tool within 7 Calendar days / within 3 reminders. Capgemini reserves the right to hold back your salary and to take disciplinary actions which inter alia include termination from service without notice.

You are requested to fill your details diligently in the link provided. If there is a discrepancy in the data provided or the copies of documents / certificates given by you as a proof in support of the above, Capgemini may take disciplinary action which inter alia includes termination from service without notice.

***In case your last employer does not provide experience letter, the relieving letter is accepted as an alternate document. Please ensure that the relieving letter has last working day clearly mentioned.

Please note that Capgemini Engineering may ask you to submit additional documents as and when required, especially with respect to the Background verification process.

In the absence of the above listed documents your onboarding may be delayed or deferred.

Best Regards,
Team HR

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APPOINTMENT LETTER

January 21, 2022

Dear Naman Verma,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Naman Verma, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Naman Verma

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature** Naman Verma 21/1/2022 8:53 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

22988702



APPOINTMENT LETTER

July 15, 2022

Dear Nishant Tayal,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of



APPOINTMENT LETTER

January 18, 2022

Dear Paawan Pandey,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycycleclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Paawan Pandey, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Paawan Pandey

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167

Total Cost to Company per annum**3,50,004**

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

**** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.**

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature Paawan Pandey 18/1/2022 8:53 PM**

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com



APPOINTMENT LETTER

January 21, 2022

Dear Prateek Rajput,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Prateek Rajput, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Prateek Rajput

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept ☐ Decline

☒ **Signature** Prateek Rajput 21/1/2022 12:17 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

22989253



APPOINTMENT LETTER

January 14, 2022

Dear Ritik Patidar,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Ritik Patidar, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Ritik Patidar

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.



Accept



Decline



Signature Ritik Patidar 14/1/2022 9:34 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

23157197



April 1, 2022

Dear Sejal Jain,

Sub: Letter of Engagement as Intern

We are pleased to inform you that you have been selected for undergoing Internship in our organization Wipro Limited (Wipro) as Intern under the following terms and conditions:

1. Nature of Engagement

You will be engaged as an **Intern at Wipro.**

2. Duration of training

The duration of **internship** is **3 months** starting from **6th April 2022**. During this period, Wipro shall evaluate your performance. Unless Wipro extends the period of internship, in writing, solely at its discretion, your internship shall automatically stand terminated at the expiry of the internship period.

3. Verification Report

Your engagement with Wipro will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your application and information given at the time of Interview. If any declaration or information furnished to Wipro proves to be false or if you have wilfully suppressed any material information, in such case, you will be liable to removal from training without any notice.

4. Obligations and Responsibilities

- a. During your internship period, Wipro expects you to undergo training in any department / section in which you are placed with high standard of initiative and efficiency. You shall devote yourself exclusively for undergoing training. You shall not take up any other work for remuneration (part-time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business (except as share-holder or debenture holder) during the training period without obtaining permission in writing from the appointing authority at Wipro. You will be governed by the service rules / standing orders, policies and regulations as may be promulgated by Wipro from time to time in relation to conduct, discipline and other matters. You will not seek membership of any local or public bodies without first attaining specific permission from the appointing authority at Wipro. You are expected to comply with the policies of Wipro including the Code of Business Conduct and other policies of Wipro as they form an integral part of the terms of your training with Wipro.

Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new Policies may be introduced and notified to employees/trainees from time to time and you will be required to comply with the same. Any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of Wipro and appropriate disciplinary action will be initiated.

- b. During the training period, if you conceive any new or advanced method of improving processes / formulae / systems in relation to the Business or Trade of Wipro, such developments will be fully communicated to Wipro and will be the sole property of Wipro. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your training. This covenant shall endure during your training and beyond the cessation of your training with Wipro.

- c. During the training period and thereafter, you will not pass onto anyone in writing or by word of mouth or otherwise, particulars or details of work, processes, technical know-how, research carried out, security arrangements, administrative and organization matters of confidential or secret nature, which you may come across during your training period or become known to you by virtue of your undergoing training in Wipro or otherwise.
- d. In connection with your internship and during the term of your internship, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

5. Posting

During your training period, you are liable to be transferred or assigned to training in any division / department / establishment or location at which Wipro or its associate companies have their offices or operation and whether at present existing or which may be set up in future at any time and at any place in India, without any increase in stipend. On such posting, you will be governed by the policies, rules and regulations as applicable in that Unit / Branch / Establishment.

6. Travel

You will be required to undertake travel as required by Wipro and you will be paid travel expenses as per Wipro rules.

7. Termination

Notwithstanding any of the clauses of this letter of engagement, Wipro reserves the right in its sole discretion of terminating this agreement during the training period without assigning any reason by giving one week's (7 days) notice or payment of one week's stipend, in lieu of notice.

8. Training Hours and Holidays

As an intern you will be called upon to undergo training during the hours and days as may be fixed by Wipro. Normally all Sundays will be weekly holidays together with all National and Festival Holidays observed by the establishment.

9. After completion / termination of internship

On completion / termination of internship, you will immediately surrender to Wipro all specifications, documents, literature, drawings, records etc. belonging to Wipro or relating to its Businesses and shall not take or retain any copies of the said items.

10. Date of commencement of training

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement within one week, duly signed by you, in token of your acceptance of the offer and report for training on or before the date of commencement of training. While reporting for training, please bring 3 copies of your latest passport size photographs and two copies each of your certificates and testimonials along with the originals. The original certificates will be returned to you after verification.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

Endorsement:

- 1. I accept the terms and conditions stipulated in the above letter of engagement.**
- 2. I shall report for internship on**

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Sejal Jain, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. validating my curriculum vitae and retaining records on the same for any future reference/verification;
- b. processing my application for internship including background verification checks;
- c. Internship related actions including record keeping, processing training stipend and any action required in the context of my training with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

ANNEXURE II

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("**Agreement**") is made on this the [] day of [] between

Wipro Limited, a public limited Company incorporated under the Indian Companies Act, 1913, and existing under the Indian Companies Act, 1956, having its registered office at Dodda Kannelli, Sarjapur Road, Bengaluru 560-035.

And

_____[Name of the Intern], S/o / D/o

Residing at _____

(Hereinafter referred to as "**Intern**" which expression shall mean and include his/her representatives in interest, assurers and guarantors).

WHEREAS:

The Intern has expressed his/her desire to be trained with Wipro for a period of _____ ("**Internship Period**");

Wipro has accepted the Intern's application subject to the Intern adhering to and complying with certain covenants governing his or her movement within Wipro premises, conduct, and other tasks whatsoever which they may be allotted from time;

During the term of the internship, the Intern may have access to certain information which may be proprietary and/or of confidential nature ("**Confidential Information**", as more particularly described below).

NOW THEREFORE in consideration of the Agreement herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means, with respect to Wipro, any and all information in written, representational, electronic, verbal or other form that is disclosed to Intern by Wipro or which Intern becomes aware of in the course of the internship, including without limitation, information relating directly or indirectly to the present or potential business, operation or financial condition, pricing, legal cases pertaining Wipro, marketing plans or strategy, volumes, services rendered, customers' and suppliers' names or lists, any customer information, financial or technical or service matters or data of or relating to Wipro and any information identified as being proprietary and/or confidential and any information which might reasonably be presumed to be proprietary or confidential in nature, excluding any such information which (i) is known to the public (through no act or omission of Intern in violation of this Agreement); (ii) was known to Intern prior to its disclosure under this Agreement; or (iii) is required to be disclosed by governmental or judicial order, in which case Intern shall give Wipro prompt written notice, and use reasonable efforts to ensure that such disclosure is

accorded confidential treatment and also to enable Wipro to seek a protective order or other appropriate remedy.

2. Nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Wipro on Intern any rights, license or authority in or to the Confidential Information.
3. Intern agrees and undertakes that he/she shall not disclose or make available to any person (including the Institute) reproduce or transmit in any manner, or use (directly or indirectly) for his/her own benefit or the benefit of others, any Confidential Information, including without limitation, the use of the Confidential Information in any thesis or report required to be submitted by Intern under any course. Intern undertakes that he/she will not, without prior written consent of Wipro, use any Confidential Information in any of her future projects or presentations for any person, including the institute, nor shall he/she use any of the Confidential Information in his/her resumes or any application for prospective employment.
4. Intern shall use and/or protect the Confidential Information received by him/her with utmost degree of care and diligence.
5. Intern agrees that upon (i) termination/expiry of Internship Period, or (ii) at any time during its currency, or (iii) on Intern ceasing to be an Intern of Wipro, Intern shall promptly deliver to Wipro the Confidential Information and copies thereof in his/her possession or under his/her direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by him/her or his/her subordinates based on the Confidential Information.
6. Intern acknowledges that the Confidential Information coming to his/her knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of Wipro or its affiliated companies which could afford third parties certain competitive and strategic advantage. Intern shall ensure that the use of such Confidential Information by the Intern shall not jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of Wipro.
7. Intern acknowledges the quantum of damages and/or losses that Wipro may suffer as a result of the breach of this Agreement by the Intern and therefore, agrees to indemnify and keep indemnified Wipro against all loss or damage, which Wipro may suffer as a result of any such breach.
8. Intern hereby acknowledges and agrees that in the event of a breach or threatened breach by Intern of the provisions of this Agreement, Wipro shall without prejudice to any of its rights under this Agreement or in law have the right to claim damages and shall also be entitled to injunctive relief against such breach or threatened breach by Intern.
9. No failure or delay by Wipro in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
10. This Agreement will be governed exclusively by the laws of India and, jurisdiction shall be vested exclusively in the courts at Bengaluru. This Agreement shall not be amended, assigned or transferred by either party without obtaining the written consent of Wipro.
11. The obligations of confidentiality shall survive the expiry or termination of the internship. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
12. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year written above.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

☒ Accept

☐ Decline

Intern Name: Sejal Jain

☒ **Signature** [Sejal Jain 4/1/2022 9:41 PM](#)
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

Sensitivity: Internal & Restricted

[22994865](#)



APPOINTMENT LETTER

February 2, 2022

Dear Sameeksha Gupta,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to

time and you will be required to comply with the same.

- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.

- iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
- v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and

Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycycleclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:

- a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
- b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
- c. Unauthorized disclosure or communication of UPSI.
- d. Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to polycycleclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Sameeksha Gupta, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;

- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Sameeksha Gupta

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund**- Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS)**: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI)**. This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all

employees once every financial year.



Accept



Decline



Signature Sameeksha Gupta 20/1/2022 2:44 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli

F :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

22988576



April 1, 2022

Dear Sejal Jain,

Sub: Letter of Engagement as Intern

We are pleased to inform you that you have been selected for undergoing Internship in our organization Wipro Limited (Wipro) as Intern under the following terms and conditions:

1. Nature of Engagement

You will be engaged as an **Intern at Wipro.**

2. Duration of training

The duration of **internship** is **3 months** starting from **6th April 2022**. During this period, Wipro shall evaluate your performance. Unless Wipro extends the period of internship, in writing, solely at its discretion, your internship shall automatically stand terminated at the expiry of the internship period.

3. Verification Report

Your engagement with Wipro will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your application and information given at the time of Interview. If any declaration or information furnished to Wipro proves to be false or if you have wilfully suppressed any material information, in such case, you will be liable to removal from training without any notice.

4. Obligations and Responsibilities

- a. During your internship period, Wipro expects you to undergo training in any department / section in which you are placed with high standard of initiative and efficiency. You shall devote yourself exclusively for undergoing training. You shall not take up any other work for remuneration (part-time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business (except as share-holder or debenture holder) during the training period without obtaining permission in writing from the appointing authority at Wipro. You will be governed by the service rules / standing orders, policies and regulations as may be promulgated by Wipro from time to time in relation to conduct, discipline and other matters. You will not seek membership of any local or public bodies without first attaining specific permission from the appointing authority at Wipro. You are expected to comply with the policies of Wipro including the Code of Business Conduct and other policies of Wipro as they form an integral part of the terms of your training with Wipro.

Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new Policies may be introduced and notified to employees/trainees from time to time and you will be required to comply with the same. Any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of Wipro and appropriate disciplinary action will be initiated.

- b. During the training period, if you conceive any new or advanced method of improving processes / formulae / systems in relation to the Business or Trade of Wipro, such developments will be fully communicated to Wipro and will be the sole property of Wipro. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your training. This covenant shall endure during your training and beyond the cessation of your training with Wipro.

- c. During the training period and thereafter, you will not pass onto anyone in writing or by word of mouth or otherwise, particulars or details of work, processes, technical know-how, research carried out, security arrangements, administrative and organization matters of confidential or secret nature, which you may come across during your training period or become known to you by virtue of your undergoing training in Wipro or otherwise.
- d. In connection with your internship and during the term of your internship, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

5. Posting

During your training period, you are liable to be transferred or assigned to training in any division / department / establishment or location at which Wipro or its associate companies have their offices or operation and whether at present existing or which may be set up in future at any time and at any place in India, without any increase in stipend. On such posting, you will be governed by the policies, rules and regulations as applicable in that Unit / Branch / Establishment.

6. Travel

You will be required to undertake travel as required by Wipro and you will be paid travel expenses as per Wipro rules.

7. Termination

Notwithstanding any of the clauses of this letter of engagement, Wipro reserves the right in its sole discretion of terminating this agreement during the training period without assigning any reason by giving one week's (7 days) notice or payment of one week's stipend, in lieu of notice.

8. Training Hours and Holidays

As an intern you will be called upon to undergo training during the hours and days as may be fixed by Wipro. Normally all Sundays will be weekly holidays together with all National and Festival Holidays observed by the establishment.

9. After completion / termination of internship

On completion / termination of internship, you will immediately surrender to Wipro all specifications, documents, literature, drawings, records etc. belonging to Wipro or relating to its Businesses and shall not take or retain any copies of the said items.

10. Date of commencement of training

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement within one week, duly signed by you, in token of your acceptance of the offer and report for training on or before the date of commencement of training. While reporting for training, please bring 3 copies of your latest passport size photographs and two copies each of your certificates and testimonials along with the originals. The original certificates will be returned to you after verification.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

Endorsement:

1. I accept the terms and conditions stipulated in the above letter of engagement.
2. I shall report for internship on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Sejal Jain, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. validating my curriculum vitae and retaining records on the same for any future reference/verification;
- b. processing my application for internship including background verification checks;
- c. Internship related actions including record keeping, processing training stipend and any action required in the context of my training with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

ANNEXURE II

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("**Agreement**") is made on this the [] day of [] between

Wipro Limited, a public limited Company incorporated under the Indian Companies Act, 1913, and existing under the Indian Companies Act, 1956, having its registered office at Dodda Kannelli, Sarjapur Road, Bengaluru 560-035.

And

_____[Name of the Intern], S/o / D/o

Residing at _____

(Hereinafter referred to as "**Intern**" which expression shall mean and include his/her representatives in interest, assurers and guarantors).

WHEREAS:

The Intern has expressed his/her desire to be trained with Wipro for a period of _____ ("**Internship Period**");

Wipro has accepted the Intern's application subject to the Intern adhering to and complying with certain covenants governing his or her movement within Wipro premises, conduct, and other tasks whatsoever which they may be allotted from time;

During the term of the internship, the Intern may have access to certain information which may be proprietary and/or of confidential nature ("**Confidential Information**", as more particularly described below).

NOW THEREFORE in consideration of the Agreement herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means, with respect to Wipro, any and all information in written, representational, electronic, verbal or other form that is disclosed to Intern by Wipro or which Intern becomes aware of in the course of the internship, including without limitation, information relating directly or indirectly to the present or potential business, operation or financial condition, pricing, legal cases pertaining Wipro, marketing plans or strategy, volumes, services rendered, customers' and suppliers' names or lists, any customer information, financial or technical or service matters or data of or relating to Wipro and any information identified as being proprietary and/or confidential and any information which might reasonably be presumed to be proprietary or confidential in nature, excluding any such information which (i) is known to the public (through no act or omission of Intern in violation of this Agreement); (ii) was known to Intern prior to its disclosure under this Agreement; or (iii) is required to be disclosed by governmental or judicial order, in which case Intern shall give Wipro prompt written notice, and use reasonable efforts to ensure that such disclosure is

accorded confidential treatment and also to enable Wipro to seek a protective order or other appropriate remedy.

2. Nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Wipro on Intern any rights, license or authority in or to the Confidential Information.
3. Intern agrees and undertakes that he/she shall not disclose or make available to any person (including the Institute) reproduce or transmit in any manner, or use (directly or indirectly) for his/her own benefit or the benefit of others, any Confidential Information, including without limitation, the use of the Confidential Information in any thesis or report required to be submitted by Intern under any course. Intern undertakes that he/she will not, without prior written consent of Wipro, use any Confidential Information in any of her future projects or presentations for any person, including the institute, nor shall he/she use any of the Confidential Information in his/her resumes or any application for prospective employment.
4. Intern shall use and/or protect the Confidential Information received by him/her with utmost degree of care and diligence.
5. Intern agrees that upon (i) termination/expiry of Internship Period, or (ii) at any time during its currency, or (iii) on Intern ceasing to be an Intern of Wipro, Intern shall promptly deliver to Wipro the Confidential Information and copies thereof in his/her possession or under his/her direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by him/her or his/her subordinates based on the Confidential Information.
6. Intern acknowledges that the Confidential Information coming to his/her knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of Wipro or its affiliated companies which could afford third parties certain competitive and strategic advantage. Intern shall ensure that the use of such Confidential Information by the Intern shall not jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of Wipro.
7. Intern acknowledges the quantum of damages and/or losses that Wipro may suffer as a result of the breach of this Agreement by the Intern and therefore, agrees to indemnify and keep indemnified Wipro against all loss or damage, which Wipro may suffer as a result of any such breach.
8. Intern hereby acknowledges and agrees that in the event of a breach or threatened breach by Intern of the provisions of this Agreement, Wipro shall without prejudice to any of its rights under this Agreement or in law have the right to claim damages and shall also be entitled to injunctive relief against such breach or threatened breach by Intern.
9. No failure or delay by Wipro in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
10. This Agreement will be governed exclusively by the laws of India and, jurisdiction shall be vested exclusively in the courts at Bengaluru. This Agreement shall not be amended, assigned or transferred by either party without obtaining the written consent of Wipro.
11. The obligations of confidentiality shall survive the expiry or termination of the internship. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
12. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year written above.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

☒ Accept

☐ Decline

Intern Name: Sejal Jain

☒ **Signature** [Sejal Jain 4/1/2022 9:41 PM](#)
(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

Sensitivity: Internal & Restricted

[22994865](#)



APPOINTMENT LETTER

January 27, 2022

Dear Shivam Bansal,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Shivam Bansal, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Shivam Bansal

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature** Shivam Bansal 27/1/2022 9:23 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23156745



APPOINTMENT LETTER

January 13, 2022

Dear Shivansh Agarwal,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Shivansh Agarwal, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Shivansh Agarwal

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature** Shivansh Agarwal 13/1/2022 10:58 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

23001004



APPOINTMENT LETTER

March 10, 2022

Dear Shreyansh Sharma,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycycleclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Shreyansh Sharma, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Shreyansh Sharma

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167

Total Cost to Company per annum**3,50,004**

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

**** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.**

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ Signature Shreyansh Sharma 10/3/2022 11:55 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com



APPOINTMENT LETTER

January 24, 2022

Dear Shubham Tiwari,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as

may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I**DECLARATION ON CONFLICT OF INTEREST**

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or

received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.

- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Shubham Tiwari, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Shubham Tiwari

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

- I. The special bonus is subject to:
 - a. you being "active" in the services of the company through to retention date as applicable
 - b. your employment has not been terminated for poor performance or for cause prior to retention date
 - c. you have not resigned voluntarily or abandoned your job as of the retention date
- II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.
- III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts
- IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy
- V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.
- VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI**Variable Pay - A BRIEF OVERVIEW****Variable Pay Policy Summary & Computation:**

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite

& transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ **Signature** Shubham Tiwari 24/1/2022 4:03 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

21624251



March 4, 2022

Dear Sumandeep Bajpayee,

Sub: Letter of Engagement as Intern

We are pleased to inform you that you have been selected for undergoing Internship in our organization Wipro Limited (Wipro) as Intern under the following terms and conditions:

1. Nature of Engagement

You will be engaged as an **Intern at Wipro**.

2. Duration of training

The duration of **internship** will be 10 to 16 weeks starting from March 10th. During this period, Wipro shall evaluate your performance. Unless Wipro extends the period of internship, in writing, solely at its discretion, your internship shall automatically stand terminated at the expiry of the internship period.

3. Verification Report

Your engagement with Wipro will be subject to receipt of satisfactory report with regard to verification of the particulars furnished by you in your application and information given at the time of Interview. If any declaration or information furnished to Wipro proves to be false or if you have wilfully suppressed any material information, in such case, you will be liable to removal from training without any notice.

4. Obligations and Responsibilities

- a. During your internship period, Wipro expects you to undergo training in any department / section in which you are placed with high standard of initiative and efficiency. You shall devote yourself exclusively for undergoing training. You shall not take up any other work for remuneration (part-time or otherwise) or work on advisory capacity or be interested directly or indirectly in any other trade or business (except as share-holder or debenture holder) during the training period without obtaining permission in writing from the appointing authority at Wipro. You will be governed by the service rules / standing orders, policies and regulations as may be promulgated by Wipro from time to time in relation to conduct, discipline and other matters. You will not seek membership of any local or public bodies without first attaining specific permission from the appointing authority at Wipro. You are expected to comply with the policies of Wipro including the Code of Business Conduct and other policies of Wipro as they form an integral part of the terms of your training with Wipro.

Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new Policies may be introduced and notified to employees/trainees from time to time and you will be required to comply with the same. Any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of Wipro and appropriate disciplinary action will be initiated.

- b. During the training period, if you conceive any new or advanced method of improving processes / formulae / systems in relation to the Business or Trade of Wipro, such developments will be fully communicated to Wipro and will be the sole property of Wipro. In consideration of the opportunities, training and access to new techniques and know-how

that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your training. This covenant shall endure during your training and beyond the cessation of your training with Wipro.

- c. During the training period and thereafter, you will not pass onto anyone in writing or by word of mouth or otherwise, particulars or details of work, processes, technical know-how, research carried out, security arrangements, administrative and organization matters of confidential or secret nature, which you may come across during your training period or become known to you by virtue of your undergoing training in Wipro or otherwise.
- d. In connection with your internship and during the term of your internship, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

5. Posting

During your training period, you are liable to be transferred or assigned to training in any division / department / establishment or location at which Wipro or its associate companies have their offices or operation and whether at present existing or which may be set up in future at any time and at any place in India, without any increase in stipend. On such posting, you will be governed by the policies, rules and regulations as applicable in that Unit / Branch / Establishment.

6. Travel

You will be required to undertake travel as required by Wipro and you will be paid travel expenses as per Wipro rules.

7. Termination

Notwithstanding any of the clauses of this letter of engagement, Wipro reserves the right in its sole discretion of terminating this agreement during the training period without assigning any reason by giving one week's (7 days) notice or payment of one week's stipend, in lieu of notice.

8. Training Hours and Holidays

As an intern you will be called upon to undergo training during the hours and days as may be fixed by Wipro. Normally all Sundays will be weekly holidays together with all National and Festival Holidays observed by the establishment.

9. After completion / termination of internship

On completion / termination of internship, you will immediately surrender to Wipro all specifications, documents, literature, drawings, records etc. belonging to Wipro or relating to its Businesses and shall not take or retain any copies of the said items.

10. Date of commencement of training

In case the above terms and conditions are acceptable to you, you are required to return the duplicate copy of this letter of engagement within one week, duly signed by you, in token of your acceptance of the offer and report for training on or before the date of commencement of training. While reporting for training, please bring 3 copies of your latest passport size photographs and two copies each of your certificates and testimonials along with the originals. The original certificates will be returned to you after verification.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

Endorsement:

1. I accept the terms and conditions stipulated in the above letter of engagement.
2. I shall report for internship on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Sumandeep Bajpayee, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') for the following purposes:

- a. validating my curriculum vitae and retaining records on the same for any future reference/verification;
- b. processing my application for internship including background verification checks;
- c. Internship related actions including record keeping, processing training stipend and any action required in the context of my training with Wipro.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me.

ANNEXURE II

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

This non-disclosure agreement ("**Agreement**") is made on this the [] day of [] between

Wipro Limited, a public limited Company incorporated under the Indian Companies Act, 1913, and existing under the Indian Companies Act, 1956, having its registered office at Dodda Kannelli, Sarjapur Road, Bengaluru 560-035.

And

_____[Name of the Intern], S/o / D/o

Residing at _____

(Hereinafter referred to as "**Intern**" which expression shall mean and include his/her representatives in interest, assurers and guarantors).

WHEREAS:

The Intern has expressed his/her desire to be trained with Wipro for a period of _____
("**Internship Period**");

Wipro has accepted the Intern's application subject to the Intern adhering to and complying with certain covenants governing his or her movement within Wipro premises, conduct, and other tasks whatsoever which they may be allotted

from time;

During the term of the internship, the Intern may have access to certain information which may be proprietary and/or of confidential nature ("**Confidential Information**", as more particularly described below).

NOW THEREFORE in consideration of the Agreement herein by the parties hereto and such additional promises and understandings as are hereinafter set forth, the parties agree as follows:

1. For purposes of this Agreement, "**Confidential Information**" means, with respect to Wipro, any and all information in written, representational, electronic, verbal or other form that is disclosed to Intern by Wipro or which Intern becomes aware of in the course of the internship, including without limitation, information relating directly or indirectly to the present or potential business, operation or financial condition, pricing, legal cases pertaining Wipro, marketing plans or strategy, volumes, services rendered, customers' and suppliers' names or lists, any customer information, financial or technical or service matters or data of or relating to Wipro and any information identified as being proprietary and/or confidential and any information which might reasonably be presumed to be proprietary or confidential in nature, excluding any such information which (i) is known to the public (through no act or omission of Intern in violation of this Agreement); (ii) was known to Intern prior to its disclosure under this Agreement; or (iii) is required to be disclosed by governmental or judicial order, in which case Intern shall give Wipro prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable Wipro to seek a protective order or other appropriate remedy.
2. Nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by Wipro on Intern any rights, license or authority in or to the Confidential Information.
3. Intern agrees and undertakes that he/she shall not disclose or make available to any person (including the Institute) reproduce or transmit in any manner, or use (directly or indirectly) for his/her own benefit or the benefit of others, any Confidential Information, including without limitation, the use of the Confidential Information in any thesis or report required to be submitted by Intern under any course. Intern undertakes that he/she will not, without prior written consent of Wipro, use any Confidential Information in any of her future projects or presentations for any person, including the institute, nor shall he/she use any of the Confidential Information in his/her resumes or any application for prospective employment.
4. Intern shall use and/or protect the Confidential Information received by him/her with utmost degree of care and diligence.
5. Intern agrees that upon (i) termination/expiry of Internship Period, or (ii) at any time during its currency, or (iii) on Intern ceasing to be an Intern of Wipro, Intern shall promptly deliver to Wipro the Confidential Information and copies thereof in his/her possession or under his/her direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by him/her or his/her subordinates based on the Confidential Information.
6. Intern acknowledges that the Confidential Information coming to his/her knowledge may relate to and/or have implications regarding the future strategies, plans, business activities, methods, processes and or information of Wipro or its affiliated companies which could afford third parties certain competitive and strategic advantage. Intern shall ensure that the use of such Confidential Information by the Intern shall not jeopardize or adversely affect in any manner such future strategies, plans, business activities, methods, processes, information, and/or competitive and strategic advantage of Wipro.
7. Intern acknowledges the quantum of damages and/or losses that Wipro may suffer as a result of the breach of this Agreement by the Intern and therefore, agrees to indemnify and keep indemnified Wipro against all loss or damage, which Wipro may suffer as a result of any such breach.
8. Intern hereby acknowledges and agrees that in the event of a breach or threatened breach by Intern of the provisions of this Agreement, Wipro shall without prejudice to any of its rights under this Agreement or in law have the right to claim damages and shall also be entitled to injunctive relief against such breach or threatened breach by Intern.
9. No failure or delay by Wipro in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.
10. This Agreement will be governed exclusively by the laws of India and, jurisdiction shall be vested exclusively in the courts at Bengaluru. This Agreement shall not be amended, assigned or transferred by either party without obtaining

the written consent of Wipro.

11. The obligations of confidentiality shall survive the expiry or termination of the internship. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
12. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date and year written above.

Yours sincerely,
For Wipro Limited,



Aparna Shailen
General Manager - Human Resources

☒ Accept

☐ Decline

Intern Name: Sumandeep Bajpayee

☒ **Signature** Sumandeep Bajpayee 4/3/2022 8:02 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T : +91 (80) 2844 0011

Doddakannelli F : +91 (80) 2844 0054

Sarjapur Road E : info@wipro.com

Bengaluru W : wipro.com
560 035

India C : L32102KA1945PLC020800

Sensitivity: Internal & Restricted

23263762



APPOINTMENT LETTER

January 24, 2022

Dear Suraj kumar Singh,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other

relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation

and 60% in post-graduation.

v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least 12 months** commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on

the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Suraj kumar Singh, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Suraj kumar Singh

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167

Total Cost to Company per annum**3,50,004**

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- a. Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- b. Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- c. Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax

exemption please refer to myWipro on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.

- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS)**: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI)**. This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept

☐ Decline

☒ Signature Suraj kumar Singh 24/1/2022 10:47 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com



APPOINTMENT LETTER

July 12, 2022

Dear Vansh Chaudhary,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- f. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
 - i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of atleast 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall be liable to pay to the Company liquidated damages of upto Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I, Vansh Chaudhary confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Vansh Chaudhary

Career Group: Group B1

Position: Project Engineer

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	18,340
HRA	9,170
Bonus	3,500
Wipro Benefits Plan (WBP)	8,757
Total Fixed Cash	39,767
PF (Employer Contribution)	2,201
Gratuity (5.31% of Basic)	974
Total Fixed Compensation	42,942
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	2,292

Target Cost to Company per month	45,834
Total Cost to Company per annum	5,50,008

You shall be eligible to receive a onetime "cash bonus" of INR. 100,000 after one year from the Date of appointment. Additionally, after one year from the date of appointment the Bonus amount shall be merged with your regular salary stack effective 1st of the month subsequent to the month of your Date of appointment. The amount will be distributed amongst different existing salary components in accordance with the company policy in this regard.

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs. 15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2 lacs per annum.

ANNEXURE – IV

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – V

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses**Travel**

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.

- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
- i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. Medical Assistance Program (MAS)**: This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI)**. This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. Mediclaim: You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. Group Term Life Insurance: Rs. 14,00,000 In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date; this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance. A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management. The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year). Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data-> My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Skill Preferences 2 : [Java-MEAN](#)**Location Preferences 2 :** [Greater Noida](#)**Skill Preferences 3 :** [.NET-FS-MEAN](#)**Location Preferences 3 :** [Pune](#)

Accept



Decline

**Signature** [Vansh Chaudhary](#) 12/7/2022 12:15 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

[22995886](#)



APPOINTMENT LETTER

July 12, 2022

Dear Virendra Singh,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. The retirement age is 58 years.
- c. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- d. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- e. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- f. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure V. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.
- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.

- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection pursuant to your employment with the Company.
 - ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
 - iii. Any existing employee to become associated with, or perform services of any type for any third party.
- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your

employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).

- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.
- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of atleast 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall be liable to pay to the Company liquidated damages of upto Rs. 75,000/-(Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving three months' notice. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: policyclearinghouse@wipro.com.
2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:
 - a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
 - b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
 - c. Unauthorized disclosure or communication of UPSI.
 - d. Procuring any UPSI from others
3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.
4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees.

For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to policyclearinghouse@wipro.com.

ANNEXURE II**PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000**

I, Virendra Singh confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- processing my job application including background verification checks;
- employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III**SALARY OFFER SHEET**

Name: Virendra Singh

Career Group: Group B1

Position: Project Engineer

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	18,340
HRA	9,170
Bonus	3,500
Wipro Benefits Plan (WBP)	8,757
Total Fixed Cash	39,767
PF (Employer Contribution)	2,201
Gratuity (5.31% of Basic)	974
Total Fixed Compensation	42,942
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	2,292
Target Cost to Company per month	45,834
Total Cost to Company per annum	5,50,008

You shall be eligible to receive a onetime "cash bonus" of INR. 100,000 after one year from the Date of appointment. Additionally, after one year from the date of appointment the Bonus amount shall be merged with your regular salary stack effective 1st of the month subsequent to the month of your Date of appointment. The amount will be distributed amongst different existing salary components in accordance with the company policy in this regard.

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage

- c. Medical assistance of Rs. 15,000 per annum for employees who are not covered under the ESI scheme.
- d. Medical Insurance Coverage up to Rs 2 lacs per annum.

ANNEXURE – IV

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – V

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs

50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exemption up to Rs 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund-** Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. **Annual Health check:** Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit:** Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws

Survivor Benefit Pension Program:**

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- a. **Group Personal Accident Insurance (GPAI) Program:** Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- b. **Group Term Life Insurance:** Rs. 14,00,000 In the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro

accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date; this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You simply have to choose the scheme that suits your investment horizon and risk tolerance. A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management. The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year.

The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year). Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data-> My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

Skill Preferences 1 : [JAVA-J2EE](#)

Location Preferences 1 : [Greater Noida](#)

Skill Preferences 2 : [DAAI -Cloud & Digital Database](#)

Location Preferences 2 : [Bangalore](#)

Skill Preferences 3 : [DAAI -Information Management \(IM\)](#)

Location Preferences 3 : [Gurgaon](#)

☒ Accept

☐ Decline

☒ **Signature** [Virendra Singh 12/7/2022 10:45 PM](#)

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

Wipro Limited T :+91 (80) 2844 0011

Doddakannelli F :+91 (80) 2844 0054

Sarjapur Road E :info@wipro.com

Bengaluru 560 035 W :wipro.com

India C :L32102KA1945PLC020800

[22994924](#)

Job Offer Letter

October 1st , 2021

Avni Srivastava
Jaipur
Mobile phone: 9887022989

Dear Ms. Srivastava:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be – Bangalore, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title **Junior Consultant – UI/UX Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – UI/UX Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be responsible for designing and delivering UI for products in accordance with WonderBotz standards and best practices. You as UI developer need to define, design and develop illustrator wireframing and UI for clients applications, in-house products and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

Annual CTC Should you accept this offer, as per the Company policy, you will be eligible to receive an annual CTC of Rs 4 ,50,000 from the date of joining. We follow a strictly confidential remuneration policy, and hence you cannot disclose or discuss your remuneration details with anyone within or outside of the Company unless approved by the Company in writing. Your fixed salary component break-up details upon joining are as below:

Component	Amount (in INR)
Basic	15,000
HRA	7,500
Conveyance	1,600
Medical Reimbursement	1,250
LTA	1,500
Other allowance	8,850
Earned Gross	35,700
PF deduction	1,800
Professional Tax	200
Net take home	33,700
Employer PF contribution	1,800
Total monthly CTC	37,500
Annual CTC	4,50,000

Probation Period | Upon joining the Company, you will be on a probation for the first three months. On completion of this probation period, the Company would review your performance. Subsequently, a confirmation of your employment will be made subject to a satisfactory performance from this probation period.

Performance review | Your performance will be reviewed periodically. Salary review is applicable annually.

Reports | Your immediate supervisor will be assigned after joining the Company. You will provide the Company with any reports that are deemed necessary, including periodic summaries of your work-related activities and accomplishments.

Background Verification | You are requested to submit the following documents for the background verification (BGV):

- Identity proof in the form of PAN card / Aadhar card
- Two passport size photographs
- Educational Certificate, including 10th, 12th and graduation/degree/diploma
- Last three months' salary slip or three-months of bank statements or any other form of salary proof
- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,



Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature

Date

Employee name



Job Offer Letter

October 1st, 2021

Kriti Bhatt
Jaipur
Mobile phone: 8394958502

Dear Ms. Bhatt:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be Ahmedabad – Gujarat, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title of **Junior Consultant – Automation Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – Automation Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be required to perform functions comprising automation assessment strategy, automation architecture, process definition, robotics / intelligent document automation modeling and configuration, operations support of automation solutions and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

Annual CTC | Should you accept this offer, as per the Company policy, you will be eligible to receive an annual CTC of Rs 4,50,000 from the date of joining. We follow a strictly confidential remuneration policy, and hence you cannot disclose or discuss your remuneration details with anyone within or outside of the Company unless approved by the Company in writing. Your fixed salary component break-up details upon joining are as below:

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Probation Period | Upon joining the Company, you will be on a probation for the first three months. On completion of this probation period, the Company would review your performance. Subsequently, a confirmation of your employment will be made subject to a satisfactory performance from this probation period.

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- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,

Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature

Date 2-oct-2021

Employee name

Kriti Bhatt

Job Offer Letter

October 1st , 2021

Mahi Agrawal
Jaipur
Mobile phone: 7976673818

Dear Ms. Agrawal:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be – Bangalore, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title **Junior Consultant – UI/UX Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – UI/UX Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be responsible for designing and delivering UI for products in accordance with WonderBotz standards and best practices. You as UI developer need to define, design and develop illustrator wireframing and UI for clients applications, in-house products and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

Annual CTC Should you accept this offer, as per the Company policy, you will be eligible to receive an annual CTC of Rs 4 ,50,000 from the date of joining. We follow a strictly confidential remuneration policy, and hence you cannot disclose or discuss your remuneration details with anyone within or outside of the Company unless approved by the Company in writing. Your fixed salary component break-up details upon joining are as below:

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Annual CTC	4,50,000

Probation Period | Upon joining the Company, you will be on a probation for the first three months. On completion of this probation period, the Company would review your performance. Subsequently, a confirmation of your employment will be made subject to a satisfactory performance from this probation period.

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- Two passport size photographs
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- Last three months' salary slip or three-months of bank statements or any other form of salary proof
- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,



Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature

Date

Employee name

7th Jun 2022**Priyanka Saraswat,****Subject: Offer of Employment**

Dear Priyanka,

Congratulations!

This is with reference to your application and the subsequent interviews you had with us. We are pleased to inform you that you have been selected for the below mentioned post and being extended this offer for service with Samsung India Electronics Pvt. Ltd (the "Company"), currently based at its Mobile Research & Development unit in Noida.

With reference to the same, mentioned below are the details of your joining the Company:

1	Global title	Professional (I)
2	Business title	Engineer
3	Date of Joining	13 th June, 2022
4	Joining Location & Current Location of Posting	SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA

Remuneration:

Your compensation details are as mentioned in **ANNEXURE I (Part (A))**. All payments shall be subject to tax deduction in accordance with Income tax laws and regulations, prevailing from time to time. Your next salary review based on your performance and as per the Company policy shall be with effect from 1st March 2023. You are strictly advised not to share the compensation information offered to you with anyone, including employees of the Company. However, you can contact Company's Human Resource Department for any clarification, in case required. Please do note that the Company considers unauthorized disclosure/ sharing of offered salary details as a serious breach of code of conduct & confidentiality and a serious indiscipline. Hence if you are found sharing such information with an unauthorized person or authority or employee of the Company, other than an authorized Human Resource person, appropriate action shall be initiated against you.

Probation Period and Confirmation as a Permanent Employee:

You would be placed on a probation period of three months as per the Company policy from your date of joining the organization which can be extended at the sole discretion of the Company. You will be deemed to be on probation until you are issued a letter of confirmation in writing duly signed by authorized signatory of the Company or an e- mail communication with regard to your confirmation from the Human Resource Department of the Company.

Termination of Employment

During your probation period and at any time before your confirmation by Company in writing or through e-mail, termination of services may be effected by either side tendering one month's advance written notice or payment of one month's basic salary in lieu of notice and without assigning any reason. Subsequent to your confirmation, termination of services may be effected by either you or the Company

by tendering two month's advance written notice or payment of two month's basic salary (as per management discretion) in lieu of notice.

Transfer:

While this offer is being made for Mobile Research & Development Centre of the Company located at SAMSUNG INDIA ELECTRONICS PVT. LTD, Part of Ground, 1st to 9th Floor, Tower 11, IT/ITES SEZ, CANDOR TECHSPACE, PLOT NO. 20 & 21, SECTOR - 135, NOIDA, Uttar Pradesh, your services may be utilized in any of the offices or branches of the Company or in any department of the Company or in any of the associated companies as may be required from time to time. Your services can be transferred from one job to another, one department to another or from one branch to another whether situated in the same city or outside (in India or abroad), whether in existence at the time of your appointment or set at a later date at the sole discretion of the Company without detriment to your status and emoluments and without any extra allowance/pay, unless agreed by the Company in writing.

False / Misleading Information and Background Verification / Reference Check

The Company reserves the right to withdraw the said offer in case any information or document provided by you in your employment application form or resume is found to be false, misleading or misconceived and or if any of the conditions mentioned in this offer letter are not fulfilled by you at the time of joining or if your reference check / background verification is not positive. The Company and/or any of its subsidiaries or affiliates and any external persons or organizations or agencies acting on its behalf are authorized to verify the information and documents provided by you and to procure an investigative report or consumer report for that purpose. If, at any time, upon investigations, any of the information provided or representation made by you is found to be incomplete, inaccurate, untrue or false or if facts comes to our notice which have been either concealed or suppressed by you, the Company reserves the right to dispense with your services without giving any notice or compensation in lieu thereof.

Submission of Documents

You are required to submit the documents listed in **Annexure 1 (Part B)** at the time of joining.

This offer shall be valid only up to the said date of joining, unless your joining date is extended by the Company in writing.

We welcome you to the Samsung family and wish you a rewarding career over the years to come.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources

ANNEXURE I

(A) Compensation Details		INR Monthly	INR Annual
Basic Salary	Basic	17972	215660
Allowances	HRA	8986	107830
	Conveyance	1600	19200
	Special Allowance	10602	127229
	Supplementary Allowance	4493	53914
		1498	17972
Benefits	LTA	1250	15000
	Medical	2157	25879
Retirals	Provident Fund	864	10373
	Gratuity	49422	593057
	TOTAL SALARY	200% of Basic pay	35943
*Bonus	Festival Bonus (Oct-Nov)		629000
	TOTAL COST PA		320000
Other Benefits	Group Mediciam - (family floater)		550000
	Group Accident Insurance for Employee		
Communication Allowance @1000 per month shall be payable			
*Bonus Figures are based on previous year payment, which could vary as per the performance of the Company and as decided by the Management. Payment shall be given on prorated basis.			
All Payments shall be subject to tax in accordance with Income tax laws and regulations, prevailing from time to time and any tax liability due to recovery shall be borne by the employee.			

Note:

- Only the employees who are on active payroll of the company are eligible for bonus.
- LTA can be claimed as re-imbursement against actual bills. (These components will be exempt from tax as per the prevailing Income Tax laws in India).

(B) List of documents to be submitted

You are required to essentially submit the following at the time of joining:

- Three passport size photographs in formal with blue or white background.
- Education certificates (High School Onwards) – (Degree Certificates and Final year Mark- Sheets Mandatory)
 - Xerox copies with self-attest are required to be submitted, while all Original Documents should be provided for the verification purpose.
 - Certificates should include all year mark sheets and the degree from 10th onwards.
 - In case final year mark sheet/ degree is awaited from Institution/University, kindly submit the Provisional Degree Certificate/ Fill a self-declaration form stating the expected date of submission of that respective document.
- Copy of Birth Certificate/ Copy of Proof of Age (Xth Certificate)
- Copy of PAN Card
- Copy of Aadhar (UID) Card
- Copy of Passport
- Copy of Current Residence cum ID Proof (Only Following documents will be considered as

Proof of Address and ID):

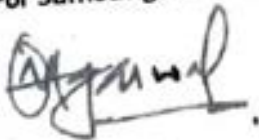
- Voter ID card
- Driving License
- Ration Card

Documents required to be submitted by candidates who hold prior experience in other companies
(please submit these documents over and above the above mentioned documents):

- Salary Slip of last 3 Months
- All previous employment, relieving and experience certificates.
- Copy of Form 16 for last assessment year.
- Copy of Appointment Letter from the Current Employer.
- Copy of Last Increment Letter from the Current Employer.

NOTE: The final appointment letter shall be issued only upon your joining duties and satisfactory completion of all joining formalities/documentation.

For Samsung India Electronics Pvt. Ltd.



Arnav Agarwal
Director - Human Resources



Job Offer Letter

October 1st , 2021

Rinkal Chawla
Jaipur
Mobile phone: 6375718432

Dear Ms. Chawla:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be Ahmedabad – Gujarat, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title of **Junior Consultant – Automation Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – Automation Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be required to perform functions comprising automation assessment strategy, automation architecture, process definition, robotics / intelligent document automation modeling and configuration, operations support of automation solutions and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

Annual CTC | Should you accept this offer, as per the Company policy, you will be eligible to receive an annual CTC of Rs 4,50,000 from the date of joining. We follow a strictly confidential remuneration policy, and hence you cannot disclose or discuss your remuneration details with anyone within or outside of the Company unless approved by the Company in writing. Your fixed salary component break-up details upon joining are as below:

Component	Amount (in INR)
Basic	15,000
HRA	7,500
Conveyance	1,600
Medical Reimbursement	1,250
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Other allowance	8,850
Earned Gross	35,700
PF deduction	1,800
Professional Tax	200
Net take home	33,700
Employer PF contribution	1,800
Total monthly CTC	37,500
Annual CTC	4,50,000



Probation Period | Upon joining the Company, you will be on a probation for the first three months. On completion of this probation period, the Company would review your performance. Subsequently, a confirmation of your employment will be made subject to a satisfactory performance from this probation period.

Performance review | Your performance will be reviewed periodically. Salary review is applicable annually.

Reports | Your immediate supervisor will be assigned after joining the Company. You will provide the Company with any reports that are deemed necessary, including periodic summaries of your work-related activities and accomplishments.

Background Verification | You are requested to submit the following documents for the background verification (BGV):

- Identity proof in the form of PAN card / Aadhar card
- Two passport size photographs
- Educational Certificate, including 10th, 12th and graduation/degree/diploma
- Last three months' salary slip or three-months of bank statements or any other form of salary proof
- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,

Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature
Rinkal Chawla

Date 02.10.2021

Employee name



Job Offer Letter

October 1st, 2021

Shristi Singh
Jaipur
Mobile phone: 6265408123

Dear Ms Singh:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be Ahmedabad – Gujarat, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title of **Junior Consultant – Automation Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – Automation Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be required to perform functions comprising automation assessment strategy, automation architecture, process definition, robotics / intelligent document automation modeling and configuration, operations support of automation solutions and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

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- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,

Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature

02/10/2021

Date

Shristi Singh
Employee name

Job Offer Letter

October 1st, 2021

Surbhi Gupta
Jaipur
Mobile phone: 9660472536

Dear Ms. Gupta:

Welcome to **WonderBotz (Company)**. We are extremely pleased to extend you the offer of employment with us beginning **January 17th 2022**. Your base location of the employment will be – Bangalore, India. The terms of employment with the Company effective your date of joining will be included in the mutually agreed appointment letter at the time of joining.

Employment | Upon joining the Company, you will have the title **Junior Consultant – UI/UX Developer**. You will serve the Company in this capacity and perform duties as established by the Company.

Duties | As a **Junior Consultant – UI/UX Developer**, you will be responsible for the fulfillment of various projects. As a member of our organization, we would ask for your commitment to deliver outstanding quality and results that exceed client expectations. You agree to be a loyal employee of the Company and shall not, directly or indirectly, engage in any business which would affect or impede your ability to perform in accordance to this agreement. You will be responsible for designing and delivering UI for products in accordance with WonderBotz standards and best practices. You as UI developer need to define, design and develop illustrator wireframing and UI for clients applications, in-house products and related duties as the Company shall designate to satisfy its objectives. During the term of this agreement, you agree to comply with the Company's policies and standards.

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- Copy of a resignation letter / relieving letter from your last employer – to be submitted once you are relieved from your last employment
- Two names of professional references (preferably your immediate supervisor)
- Copy of accreditation certificate, if you hold any automation product or related professional certification

This offer of employment is contingent upon **completion of this background verification**.

If you accept this offer of employment, please sign this letter and return it to us no later than **October 2nd, 2021**.

Sincerely,



Bhavyesh Virani
Founder & Director

Acceptance of Offer of Employment

Employee signature

Date

Employee name

Employment Offer Letter

Friday, 11th March 2022

Dear Abhishek,

With reference to your interview and subsequent discussions, we confirm the acceptance of your candidature for the position of “**Executive- Customer Support**”.

The details of our offer are mentioned below:

Pay Components	Amount in INR
Fixed Pay	3,36,000
Annual CTC	3,36,000

*Please find CTC break up in Annexure - Page 2.

You are expected to join at our **Jaipur** location.

As a part of our joining formalities, you are requested to submit the copy of following documents on your date of joining:

1. Relieving letter and experience letters from all your previous employers
2. Offer and Appointment letter from all your previous employers.
3. Last 3 months' Salary slips.
4. Last 3 months' bank statement where you get your salary credits.
5. Address Proof (Passport/Driving License)
6. PAN card and Aadhar card is must.
7. All educational certificates and marksheets from SSC to highest qualification
8. 3 recent passport size photographs with blue background

You are expected to join Woodenstreet Pvt. Ltd on or before **10th April'22** at 09:30 am failing which this offer stands cancelled.

Wish you good luck and look forward to the enduring association with us.

With Best regards,

HR Department

Annexure

CTC	28000	
Gross	28000	
In Hand	28000	
Components	Amount Per Month (In INR)	Amount Per Annum (In INR)
Basic	20000	240000
HRA & Conveyance Allowances	8000	96000
Gross Salary	28000	336000
Incentives	Amount Per Month (In INR)	Amount Per Annum (In INR)
*Performance linked incentives	0	0
Total Emoluments	28000	336000
Benefits	Amount Per Month (In INR)	Amount Per Annum (In INR)
Total ESIC Contribution	0	0
<i>ESIC Contribution of Employee</i>	0	0
<i>ESIC Contribution of Employer</i>	0	0
Total PF Contribution	0	0
<i>PF Contribution of Employee</i>	0	0
<i>PF Contribution of Employer + PF Administration exp</i>	0	0
Other Cost to Company	0	0
TOTAL CTC		336000

Other benefits mentioned above are as per Company policies, which are subject to change from time to time.

The gratuity amount mentioned above is only an approximation. Your eligibility and the final pay out of Gratuity will be determined in accordance with the provisions of Payment of Gratuity Act,1972.

Employment Offer Letter

Friday, 11th March 2022

Dear Manish,

With reference to your interview and subsequent discussions, we confirm the acceptance of your candidature for the position of “**Business Development Executive- Inside Sales**”.

The details of our offer are mentioned below:

Pay Components	Amount in INR
Fixed Pay	3,36,000
Annual CTC	3,36,000

*Please find CTC break up in Annexure - Page 2.

You are expected to join at our **Udaipur** location.

As a part of our joining formalities, you are requested to submit the copy of following documents on your date of joining:

1. Relieving letter and experience letters from all your previous employers
2. Offer and Appointment letter from all your previous employers.
3. Last 3 months' Salary slips.
4. Last 3 months' bank statement where you get your salary credits.
5. Address Proof (Passport/Driving License)
6. PAN card and Aadhar card is must.
7. All educational certificates and marksheets from SSC to highest qualification
8. 3 recent passport size photographs with blue background

You are expected to join Woodenstreet Pvt. Ltd on or before **10th April'22** at 09:30 am failing which this offer stands cancelled.

Wish you good luck and look forward to the enduring association with us.

With Best regards,

HR Department

Annexure

CTC	28000	
Gross	28000	
In Hand	28000	
Components	Amount Per Month (In INR)	Amount Per Annum (In INR)
Basic	20000	240000
HRA & Conveyance Allowances	8000	96000
Gross Salary	28000	336000
Incentives	Amount Per Month (In INR)	Amount Per Annum (In INR)
*Performance linked incentives	0	0
Total Emoluments	28000	336000
Benefits	Amount Per Month (In INR)	Amount Per Annum (In INR)
Total ESIC Contribution	0	0
<i>ESIC Contribution of Employee</i>	0	0
<i>ESIC Contribution of Employer</i>	0	0
Total PF Contribution	0	0
<i>PF Contribution of Employee</i>	0	0
<i>PF Contribution of Employer + PF Administration exp</i>	0	0
Other Cost to Company	0	0
TOTAL CTC		336000

Other benefits mentioned above are as per Company policies, which are subject to change from time to time.

The gratuity amount mentioned above is only an approximation. Your eligibility and the final pay out of Gratuity will be determined in accordance with the provisions of Payment of Gratuity Act,1972.



Pooja Vijayvargia

INTERIOR DESIGNER

CONFIRMATION LETTER

HR/CL16/W12473

14 May 2021

Ms. Pooja
Vijayvergiya(W12473)
Design Executive
Business
Development/Jaipur Store
reScheme

We have pleasure to convey that you have completed your probation period satisfactorily and considered as permanent employee of **The Woodenstreet Furnitures Pvt.Ltd.** as "Design Executive" with effect from 01 April 2021.

This confirmation is in recognition of the fine work you have done for this company. We are very confident that you will meet the responsibilities with the same level of enthusiasm and dedication, which you have exhibited since you came to work with our firm.

Please accept our personal congratulations on this well-deserved recognition of your continuing excellent contributions and work commitment. Congratulations and best wishes!

Thanks & Regards,



Human Resource

The Woodenstreet Furnitures Pvt. Ltd.

Joining Documents

Dear Candidate,

Greetings from The Woodenstreet Furniture's Pvt.Ltd.!!

To ensure that you have smooth functioning first-day joining procedure, here is a list of all the documents that we would be asking for. Kindly send the soft copy of the below documents also and bring in the original documents **ONLY** for cross-verification.

NOTE: We would NOT be keeping any original documents but they are needed just for verification on the first day.

Academics

- 10th marksheet;
- 12th marksheet;
- Final marksheet of graduation;
- Final marksheet of Post-graduation (if applicable);
- Certificate of any other related courses if you have done.

Records of previous employments (if applicable)

- Offer letter of last employer
- Work Experience Certificate of all last employers;
- Relieving certificate of all last employers;
- Salary slips of last 3 months of previous employers;
- Bank Statement showing salary paid for the last 3 months.

Others (MANDATORY)

- Updated Aadhar card;
- PAN card;
- Driving License;
- Passport size photograph

Please feel free to get in touch with us in case you have any questions/queries regarding the documents.

Looking forward to seeing you on-board at the earliest.

Kind Regards,
Human Resource Team

(Appendix Ii)

Student's Contact Details

Full Name Of The Trainee Pooja Vijayvargia

(In Block Letters)

Address Of The Trainee Shree Ram Machinery Mart

(For Contact During Training) Nearby Rseb Office

Kapasan Road Bhupalsagar Chittorgarh Rajasthan 312204

Mobile No. 6378521115

E-Mail Id Poojavijayvargia08@Gmail.Com

Signature: _____

Semester: 6th

Year: 2020-2021



(Appendix Viii)

Declaration By Student

I, Pooja Vijayvargia (Name Of The Student), Hereby Declare That I Have Completed My Practical Training For A Period Of ... 120.. Days In D Design, Nija Interior, (Name Of The Firm/Organization), At Jaipur As A Freelancer
(Name Of The City). All The Drawings And Details Enclosed In The Report Are Work Done By Me During The Training Period, Either In Personal Capacity Or Under The Guidance And Supervision Of The Office Staff.

Date : 18/06/2021

Place : Jaipur

Name Of The Student : Pooja Vijayvargia.....

Semester : 6th Semester Bdes In Interior Designing

Session : 2020-2021.....



(Appendix Vi)

Experience Certificate

(To Whomsoever It May Concern)

This Is To Certify That Mr./ Ms. Pooja Vijayvargia Bdes In Interior Designing 6th Semester Final Year B.Sc. Student Of
School Of Design, Jecrc University, Jaipur Has Worked In

Our Firm / Organization As A Trainee From 1st January 2021 ____ To 15th June 2021 ____

Which Forms A Part Of Academic Curriculum (Practical Training) At Final Year B.Sc. During This Period The Details Of The
Work Done By The Trainee-Student Is Furnished In This Work – Diary & His/Her Work Is Found Satisfactory / Unsatisfactory.



Signature _____ Name: _____

Stamp / Seal Of The Firm / Organization

Employer Firm / Organization

Name & Address: Wooden Street Furniture

C Scheme Jaipur

(Appendix V)

Certificate Of Performance

Full Name Of The Trainee Pooja Vijayvargia (In Block Letters)

Semester 6th _____ Year 2021

Name Of The College Jecrc University Jaipur

Duration Of The Employment / Training 01/ 01/2021 To 15 /06 /2021

Full Attendance Put In By The Trainee _____ 120 Days Maintenance Of The Log-

Sheet By The Trainee _____ 120 Days Certified Copies Of The

Drawings _____ 20 Nos. (Personally Executed By

The Trainee & Issued For The Presentation)

Above Certification Made Only After Due Perusal Of The Principal's Letter.

Signature & Seal

Mr./Mrs./Ms Kavita Mathur

Date: 15/06/2021

Properitor Of The Firm Of The Employer Organization



(Appendix II)

Training Organization / Firm

Title Of The Employer Organization / Firm Ddesign Udaipur, Nija Interior Bhupalsagar, Woodenstreet Furniture Jaipur

Name Of The Certifying Authority Ddesign Udaipur, Nija Interior Bhupalsagar, Woodenstreet Furniture Jaipur

(Registered Proprietor Of The Employer Organization)

Office Address: Ddesign Udaipur,
Nija Interior Bhupalsagar,
Woodenstreet Furniture Jaipur

Tel. No. (O) 8955226879, 9784067670 __ (Mob.) 9929923332

E-Mail Id. Nijainteriordesign@Gmail.Com, Dhirajrock24@Gmail.Com, Poojavijayvergiya@Woodenstreet.Com



Signature:

Mr./Mrs./Ms. Dheeraj Suthar, Vinnée, Kavita Mathur

Proprietor Of The Employer Organization

OFFER LETTER

17th Dec 2021

Dear **Palak Tyagi**,

We are pleased to offer you a position in Workex as per details given below:

- Your designation will be **Software Development - Intern**.
- The date of joining will be **06th Jan 2022**.
- Internship duration - **6 Months**
- You will be entitled to a stipend of **₹25,000/- only per month**, as discussed and agreed.

We extend this offer, and the opportunity it represents, with great confidence in your abilities.

Internship Duration and Notice Period:

You will be on an internship period for **6 months** during which the Company holds the right to terminate your internship at any time, with or without cause and with or without notice. The notice period will be **15 days** during the internship period

Full-time opportunities in the company will be considered at the end of your internship on the basis of your performance. This will be offered at the discretion of your reporting manager.

Non-Disclosure:

During your employment, you may have access to confidential business information belonging to the Company. By accepting this offer of employment, you acknowledge that you must keep all of this information strictly confidential, and refrain from using it for your own purposes or from disclosing it to anyone outside the Company. In addition, you agree that, upon conclusion of your employment, you will immediately return to the Company all of its property, equipment, and documents, including electronically stored information.

Adhering to Company Policies:

By accepting this offer, you agree that throughout your internship, you will observe all policies and practices governing the conduct of our business and employees, including our policies prohibiting discrimination and harassment.

For **Workex (Registered as: Workex Solutions and Services Private Limited)**



Shreya Roy
Senior HR Operations

You are requested to signify your acceptance of this offer by signing and returning to us the duplicate copy of this letter.

I have read and clearly understood all the terms and conditions of this offer and I agree to abide by them.

Name: _____ Signature: _____

Date: _____ Location: _____



14 October 2021

Aditi Devgan

Pune

Sub: Letter of Offer

Dear Aditi,

A warm welcome to the Xebia family. Xebia is a pioneering global IT consulting company founded in the Netherlands in 2001. Our domain expertise in digital transformation spans across major industries and businesses. Our core values stand on 1) People First. 2) Sharing Knowledge 3) Quality without Compromise and 4) Customer Intimacy .

You will be designated as **“Trainee”** and the joining location will be Pune.

Your employment will be subject to the Standard Terms and Conditions of Employment of Xebia IT Architects and will be governed by various policies, rules and guidelines of Xebia IT Architects. It will also be guided by the core values and beliefs of Xebia IT Architects.

You would be entitled for stipend of Rs. 10,000 during your internship period which is till the time your graduation is completed and based on your performance your compensation would be revised to Rs. 6,67,165 per annum, which will include an Annual Performance Incentive of up to a maximum Rs 22,500/- and Bonus of Rs. 2,00,000 which will be paid in 2 parts, 1st part of Rs 1,00,000 after completing 1 year in system and 2nd part of Rs 1,00,000 will be paid once you complete 2 years in system. Bonus amount is subject to payout only if you will be active and not serving notice period. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with Xebia IT Architects is subject to successful completion of your course with a minimum 60 % passing marks along with confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by Xebia IT Architects. **In addition, you will be required to commit and sign a service agreement of 2 years once you join the organization, this is excluding the internship Service Agreement.**

We would like you to join us on 12th January 2022. In case you do not report on the said date, this offer will stand cancelled. A formal appointment letter will be issued to you on your joining the organization. Please report to the HR Department at 10:00 hours and get in touch with the HR department on your joining date to complete all joining formalities along with the following documents:

- Copy of Educational Certificates
- Medical Fitness Certificate
- Identity and address Proof
- Passport copy
- Two passport size photographs for HR records

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining Xebia IT Architects. The originals will be returned after verification.

This is a confidential document hence you are requested not to disclose the contents of the same to anyone.



Kindly sign the duplicate copy of this letter as a token of your confirmation and in acceptance of the above. We request you to keep the terms of the offer strictly confidential. We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architect family.

We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architects family.

Sincerely,
Xebia IT Architects

Accepted

Garima Mohan
Sr. Manager- Human Resource

Aditi Devgan



Name: Aditi Devgan
Designated as: "Trainee"

Compensation Details	Per Annum	Per Month
Part A- Fixed Components	382500	
1. Basic Salary	213750	17813
2. House Rent Allowance	106875	8906
3. Provident Fund (Employer Contributions)	21600	1800
4. Flexi Pay ***	40275	
Part B- Variable Components	22500	
Annual Performance Variable Bonus	22500	Annually
Deployment Allowance	0	Annually
Part C – Entitlements	45000	
1. Mobile/Telephone & Internet	30000	As per Bills Submitted
2. Books & Periodicals	10000	As per Bills Submitted
3. Gift Vouchers	5000	
Part D – Other Benefits	17165	
1. Gratuity	10276	
2. Premium against Insurance coverage (Group Personal Accident)	273	3 Times of Fixed CTC (A+C)
3. Premium against Medical Insurance	5542	Self+Family
4. Premium Against Term Life Insurance	1074	3 Times of CTC (A+B+C)
Cost to Company (A+ B+ C)	450000	
Total Cost to Company (A +B +C+D)	467165	

**** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952**



14 October 2021
Himanshu Kumar
Gurgaon

Sub: Letter of Offer

Dear Himanshu,

A warm welcome to the Xebia family. Xebia is a pioneering global IT consulting company founded in the Netherlands in 2001. Our domain expertise in digital transformation spans across major industries and businesses. Our core values stand on 1) People First. 2) Sharing Knowledge 3) Quality without Compromise and 4) Customer Intimacy .

You will be designated as **"Trainee"** and the joining location will be Gurgaon.

Your employment will be subject to the Standard Terms and Conditions of Employment of Xebia IT Architects and will be governed by various policies, rules and guidelines of Xebia IT Architects. It will also be guided by the core values and beliefs of Xebia IT Architects.

You would be entitled for stipend of Rs. 10,000 during your internship period which is till the time your graduation is completed and based on your performance your compensation would be revised to Rs. 7,18,456 per annum, which will include an Annual Performance Incentive of up to a maximum Rs 25,000/- and Bonus of Rs. 2,00,000 which will be paid in 2 parts, 1st part of Rs 1,00,000 after completing 1 year in system and 2nd part of Rs 1,00,000 will be paid once you complete 2 years in system. Bonus amount is subject to payout only if you will be active and not serving notice period. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with Xebia IT Architects is subject successful completion of your course with a minimum 60 % passing marks along with confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by Xebia IT Architects. **In addition, you will be required to commit and sign a service agreement of 2 years once you join the organization, this is excluding the internship Service Agreement.**

We would like you to join us on 12th January 2022. In case you do not report on the said date, this offer will stand cancelled. A formal appointment letter will be issued to you on your joining the organization. Please report to the HR Department at 10:00 hours and get in touch with the HR department on your joining date to complete all joining formalities along with the following documents:

- Copy of Educational Certificates
- Medical Fitness Certificate
- Identity and address Proof
- Passport copy
- Two passport size photographs for HR records

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining Xebia IT Architects. The originals will be returned after verification.

This is a confidential document hence you are requested not to disclose the contents of the same to anyone.



Kindly sign the duplicate copy of this letter as a token of your confirmation and in acceptance of the above. We request you to keep the terms of the offer strictly confidential. We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architect family.

We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architects family.

Sincerely,
Xebia IT Architects

Accepted

Garima Mohan
Sr. Manager- Human Resource

Himanshu Kumar



Name: Himanshu Kumar
Designated as: "Trainee"

Compensation Details	Per Annum	Per Month
Part A- Fixed Components	430000	
1. Basic Salary	237500	19792
2. House Rent Allowance	118750	9896
3. Provident Fund (Employer Contributions)	21600	1800
4. Flexi Pay ***	52150	
Part B- Variable Components	25000	
Annual Performance Variable Bonus	25000	Annually
Deployment Allowance	0	Annually
Part C – Entitlements	45000	
1. Mobile/Telephone & Internet	30000	As per Bills Submitted
2. Books & Periodicals	10000	As per Bills Submitted
3. Gift Vouchers	5000	
Part D – Other Benefits	18456	
1. Gratuity	11418	
2. Premium against Insurance coverage (Group Personal Accident)	303	3 Times of Fixed CTC (A+C)
3. Premium against Medical Insurance	5542	Self+Family
4. Premium Against Term Life Insurance	1193	3 Times of CTC (A+B+C)
Cost to Company (A+ B+ C)	500000	
Total Cost to Company (A +B +C+D)	518456	

**** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952**



14 October 2021
Kushal Mehta
Gurgaon

Sub: Letter of Offer

Dear Kushal,

A warm welcome to the Xebia family. Xebia is a pioneering global IT consulting company founded in the Netherlands in 2001. Our domain expertise in digital transformation spans across major industries and businesses. Our core values stand on 1) People First. 2) Sharing Knowledge 3) Quality without Compromise and 4) Customer Intimacy .

You will be designated as **“Trainee”** and the joining location will be Gurgaon.

Your employment will be subject to the Standard Terms and Conditions of Employment of Xebia IT Architects and will be governed by various policies, rules and guidelines of Xebia IT Architects. It will also be guided by the core values and beliefs of Xebia IT Architects.

You would be entitled for stipend of Rs. 10,000 during your internship period which is till the time your graduation is completed and based on your performance your compensation would be revised to Rs. 8,21,039 per annum, which will include an Annual Performance Incentive of up to a maximum Rs 30,000/- and Bonus of Rs. 2,00,000 which will be paid in 2 parts, 1st part of Rs 1,00,000 after completing 1 year in system and 2nd part of Rs 1,00,000 will be paid once you complete 2 years in system. Bonus amount is subject to payout only if you will be active and not serving notice period. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with Xebia IT Architects is subject successful completion of your course with a minimum 60 % passing marks along with confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by Xebia IT Architects. **In addition, you will be required to commit and sign a service agreement of 2 years once you join the organization, this is excluding the internship Service Agreement.**

We would like you to join us on 12th January 2022. In case you do not report on the said date, this offer will stand cancelled. A formal appointment letter will be issued to you on your joining the organization. Please report to the HR Department at 10:00 hours and get in touch with the HR department on your joining date to complete all joining formalities along with the following documents:

- Copy of Educational Certificates
- Medical Fitness Certificate
- Identity and address Proof
- Passport copy
- Two passport size photographs for HR records

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining Xebia IT Architects. The originals will be returned after verification.

This is a confidential document hence you are requested not to disclose the contents of the same to anyone.



Kindly sign the duplicate copy of this letter as a token of your confirmation and in acceptance of the above. We request you to keep the terms of the offer strictly confidential. We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architect family.

We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architects family.

Sincerely,
Xebia IT Architects


Accepted

Garima Mohan
Sr. Manager- Human Resource

Kushal Mehta



Name: Kushal Mehta
Designated as: "Trainee"

Compensation Details	Per Annum	Per Month
Part A- Fixed Components	525000	
1. Basic Salary	285000	23750
2. House Rent Allowance	142500	11875
3. Provident Fund (Employer Contributions)	21600	1800
4. Flexi Pay ***	75900	
Part B- Variable Components	30000	
Annual Performance Variable Bonus	30000	Annually
Deployment Allowance	0	Annually
Part C – Entitlements	45000	
1. Mobile/Telephone & Internet	30000	As per Bills Submitted
2. Books & Periodicals	10000	As per Bills Submitted
3. Gift Vouchers	5000	
Part D – Other Benefits	21039	
1. Gratuity	13702	
2. Premium against Insurance coverage (Group Personal Accident)	363	3 Times of Fixed CTC (A+C)
3. Premium against Medical Insurance	5542	Self+Family
4. Premium Against Term Life Insurance	1432	3 Times of CTC (A+B+C)
Cost to Company (A+ B+ C)	600000	
Total Cost to Company (A +B +C+D)	621039	

**** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952**



27th Sept 2021
Kushagra Wadhwa
Gurgaon

Sub: Letter of Offer

Dear Kushagra,

A warm welcome to the Xebia family. Xebia is a pioneering global IT consulting company founded in the Netherlands in 2001. Our domain expertise in digital transformation spans across major industries and businesses. Our core values stand on 1) People First. 2) Sharing Knowledge 3) Quality without Compromise and 4) Customer Intimacy.

You will be designated as "Trainee" and the joining location will be Gurgaon.

Your employment will be subject to the Standard Terms and Conditions of Employment of Xebia IT Architects and will be governed by various policies, rules and guidelines of Xebia IT Architects. It will also be guided by the core values and beliefs of Xebia IT Architects.

You would be entitled for stipend of Rs. 10,000 during your internship period which is till the time your graduation is completed and based on your performance your compensation would be revised to Rs. 818618/- per annum, which will include an Annual Performance Incentive of up to a maximum Rs 30000/- and Bonus of Rs. 2,00,000 which will be paid in 2 parts, 1st part of Rs 1,00,000 after completing 1 year in system and 2nd part of Rs 1,00,000 will be paid once you complete 2 years in system. Bonus amount is subject to payout only if you will be active and not serving notice period. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with Xebia IT Architects is subject successful completion of your course with a minimum 60 % passing marks along with confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by Xebia IT Architects. In addition, you will be required to commit and sign a service agreement of 2.5 years once you join the organization.

We would like you to join us on 12-Jan-2022. In case you do not report on the said date, this offer will stand cancelled. A formal appointment letter will be issued to you on your joining the organization. Please report to the HR Department at 10:00 hours and get in touch with the HR department on your joining date to complete all joining formalities along with the following documents:

- Copy of Educational Certificates
- Medical Fitness Certificate
- Identity and address Proof
- Passport copy
- Two passport size photographs for HR records

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining Xebia IT Architects. The originals will be returned after verification.

This is a confidential document hence you are requested not to disclose the contents of the same to anyone.



Kindly sign the duplicate copy of this letter as a token of your confirmation and in acceptance of the above. We request you to keep the terms of the offer strictly confidential. We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architect family.

We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architects family.

Sincerely,
Xebia IT Architects

Accepted



Garima Mohan
Sr. Manager- Human Resource

A handwritten signature in blue ink that reads 'Kushagra'.

Kushagra Wadhwa



Name: Kushagra Wadhwa
Designated as: "Trainee"

Compensation Details	Per Annum	Per Month
Part A- Fixed Components	525000	
1. Basic Salary	285000	23750
2. House Rent Allowance	142500	11875
3. Provident Fund (Employer Contributions)	21600	1800
4. Flexi Pay	75900	
Part B- Variable Components	30000	
Annual Performance Variable Bonus	30000	Annually
Part C – Entitlements	45000	
1. Mobile/Telephone & Internet	30000	As per Bills Submitted
2. Books & Periodicals	10000	As per Bills Submitted
3. Gift Vouchers	5000	
Part D – Other Benefits	18618	
1. Gratuity	13702	
2. Premium against Insurance coverage (Group Personal Accident)	363	3 Times of Fixed CTC (A+C)
3. Premium against Medical Insurance	3121	Self
4. Premium Against Term Life Insurance	1432	3 Times of CTC (A+B+C)
Cost to Company (A+ B+ C)	600000	
Total Cost to Company (A +B +C+D)	618618	

**** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952**



14 October 2021
Kushal Mehta
Gurgaon

Sub: Letter of Offer

Dear Kushal,

A warm welcome to the Xebia family. Xebia is a pioneering global IT consulting company founded in the Netherlands in 2001. Our domain expertise in digital transformation spans across major industries and businesses. Our core values stand on 1) People First. 2) Sharing Knowledge 3) Quality without Compromise and 4) Customer Intimacy .

You will be designated as **"Trainee"** and the joining location will be Gurgaon.

Your employment will be subject to the Standard Terms and Conditions of Employment of Xebia IT Architects and will be governed by various policies, rules and guidelines of Xebia IT Architects. It will also be guided by the core values and beliefs of Xebia IT Architects.

You would be entitled for stipend of Rs. 10,000 during your internship period which is till the time your graduation is completed and based on your performance your compensation would be revised to Rs. 8,21,039 per annum, which will include an Annual Performance Incentive of up to a maximum Rs 30,000/- and Bonus of Rs. 2,00,000 which will be paid in 2 parts, 1st part of Rs 1,00,000 after completing 1 year in system and 2nd part of Rs 1,00,000 will be paid once you complete 2 years in system. Bonus amount is subject to payout only if you will be active and not serving notice period. Please find details of the compensation and benefits you are being offered in Annexure 1.

This offer of employment with Xebia IT Architects is subject successful completion of your course with a minimum 60 % passing marks along with confirmation of your medical and physical fitness by a qualified Registered Medical Practitioner (RMP) nominated by Xebia IT Architects. **In addition, you will be required to commit and sign a service agreement of 2 years once you join the organization, this is excluding the internship Service Agreement.**

We would like you to join us on 12th January 2022. In case you do not report on the said date, this offer will stand cancelled. A formal appointment letter will be issued to you on your joining the organization. Please report to the HR Department at 10:00 hours and get in touch with the HR department on your joining date to complete all joining formalities along with the following documents:

- Copy of Educational Certificates
- Medical Fitness Certificate
- Identity and address Proof
- Passport copy
- Two passport size photographs for HR records

You are required to submit the originals and self-attested copies of all the documents mentioned herein above on the date of joining Xebia IT Architects. The originals will be returned after verification.

This is a confidential document hence you are requested not to disclose the contents of the same to anyone.



Kindly sign the duplicate copy of this letter as a token of your confirmation and in acceptance of the above. We request you to keep the terms of the offer strictly confidential. We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architect family.

We are confident that you will contribute to the values of the organization and wait to welcome you to the Xebia IT Architects family.

Sincerely,
Xebia IT Architects


Accepted

Garima Mohan
Sr. Manager- Human Resource

Kushal Mehta



Name: Kushal Mehta
Designated as: "Trainee"

Compensation Details	Per Annum	Per Month
Part A- Fixed Components	525000	
1. Basic Salary	285000	23750
2. House Rent Allowance	142500	11875
3. Provident Fund (Employer Contributions)	21600	1800
4. Flexi Pay ***	75900	
Part B- Variable Components	30000	
Annual Performance Variable Bonus	30000	Annually
Deployment Allowance	0	Annually
Part C – Entitlements	45000	
1. Mobile/Telephone & Internet	30000	As per Bills Submitted
2. Books & Periodicals	10000	As per Bills Submitted
3. Gift Vouchers	5000	
Part D – Other Benefits	21039	
1. Gratuity	13702	
2. Premium against Insurance coverage (Group Personal Accident)	363	3 Times of Fixed CTC (A+C)
3. Premium against Medical Insurance	5542	Self+Family
4. Premium Against Term Life Insurance	1432	3 Times of CTC (A+B+C)
Cost to Company (A+ B+ C)	600000	
Total Cost to Company (A +B +C+D)	621039	

**** Eligibility for earning the Employer's contribution to Provident Fund is governed strictly as per the rules under The Employees' Provident Fund & Miscellaneous Provisions Act, 1952**



yudiz
Solutions Private Limited

13th Floor, Bsquare 2, Iscon-Ambli Road,
Ahmedabad - 380054, Gujarat, INDIA
Phone: +91 79 29700606
CIN: U72900GJ2011PTC067088
contact@yudiz.com | www.yudiz.com

Date: 1st January, 2022

To,

Mr. Piyush Meena

UI/UX Designer

"WE MUST WALK BEFORE WE RUN"

Welcome aboard! we are onboarding you as a trainee and we are here to guide you how to walk in the professional world before starting of your actual employment like a run. Tighten your learning appetite to digest your future success.

A warm welcome and lots of good wishes on becoming part of our growing team. Your skills will be a great addition to our team. You are now part of our YUDIZ family and a wonderful asset to our company.

We are thrilled to welcome you to the team. On behalf of the whole YUDIZ family.

All the best for your future endeavours!!



Thanks & Regards,

Team Yudiz

Ahmedabad, Gujarat

Piyush meena

Jr. UI/UX Designer



ZS Associates India Private Ltd.
Tower A4, DLF World Tech Park
Sector 30, NH-8, Gurgaon - 122002 (HR)
T | +91 124 679 7000
F | +91 124 679 7001
www.zs.com

March 11, 2022

CONFIDENTIAL

Samiksha Bajaj
1-Gha-16, Jawahar Nagar
Jaipur, Rajasthan 302004

Dear Samiksha:

We are pleased to extend you an offer to join ZS Associates India Private Ltd. ('ZS') as a Business Operations Associate - Intern in our Business Operations group, to be based in our New Delhi office with a start date of March 21, 2022. As an intern, you will work directly with a project team, focusing primarily on one or more projects to give you a chance to learn about our firm. We hope that you give this opportunity with ZS serious consideration.

ZS has a special culture of collaboration and innovation. We produce work of outstanding quality, and we focus on learning, self-improvement and expertise to achieve that result. If you elect to spend your internship with ZS, I think you will experience our innovation and growth as you learn and contribute to our projects.

Salary: Your annual gross salary during your internship will be INR ₹520,000.00/Annually. All interns are paid on the last working day of every month. For salary details, please refer to Appendix 1.

Provident Fund: When you begin employment with ZS, you will be enrolled in the Provident Fund program. The primary objective of this program is to provide retirement and pension support as per the Provident Fund Act, while reducing current tax exposure. As a participant, you will make 12% contributions on the first INR 15,000 of your monthly salary through payroll deduction; ZS makes a separate additional matching contribution to your account. You can opt for additional contributions to your Fund account through payroll deduction.

In addition to components of the offer detailing direct compensation described above, this offer also includes elements describing non-cash benefits of employment with ZS. You will be eligible for the following benefits as of your start date with ZS. Benefits described are subject to taxes based on the prevailing government guidelines.

Annual Leave and Holidays: We provide 25 days of paid annual leave per year, inclusive of privilege and casual leave, on a pro-rata basis. In addition, ZS has designated paid holidays and permits up to seven paid sick days per year, also on a pro-rata basis.

Insurance: We offer a group insurance plan to cover hospitalization expenses for employees and immediate dependents; parents residing in the same household may also be added with a benefit co-payment. Additionally, ZS provides some preventive healthcare coverage (Executive Health Check, medications, mental health, etc.). ZS provides accident insurance and business travel insurance for employees. ZS also provides life insurance coverage in the amount of three times your annual gross salary, with ZS paying these premiums in full.

Meals and Transportation: ZS will provide an additional food allowance of INR 5500 in your monthly compensation. This allowance can be used to buy food in the cafeteria or outside the office premises as per the flexibility when working from office or remotely as required under the ZS's hybrid working model. The food allowance will be considered as taxable income. ZS will also provide shared daily commute transit for employees within defined geographic zones. For details please refer to Appendix 2.

Broadband access: ZS will provide a broadband allowance of INR 1,500 per month through payroll. We will also reimburse a one-time 'installation charge' of INR 500 against the receipt from your broadband service provider. We expect that you install a high-speed broadband connection at home to enable you to work remotely for project demands and recommend at least a 2.0 MBPS wired connection. ZS retains the right to conduct random audits to ensure appropriate use of the allowance.

Relocation: We will provide relocation assistance to help you move closer to your ZS office. If you are relocating from another city, ZS provides the following support:

- ZS will provide a one-time relocation allowance of ₹10,000.00 through the second month's payroll. We expect you to arrange your own travel from your current base location to the ZS-provided accommodation and use this allowance against your travel expense. This internship allowance does not affect the relocation allowance (INR 60,000) mentioned in your full-time employment offer letter.
- Upon your arrival, ZS will provide and direct pay up to 2 weeks (14 days) of twin (shared) temporary guest house accommodation. This internship guest house accommodation replaces the accommodation mentioned in your full-time employment letter; you will not receive additional accommodation.

Employment and Confidentiality Agreement: Our work at ZS often involves the use of confidential information of our clients, as well as the development and use of ZS proprietary software and processes. To start your internship with ZS, you are required to sign the agreement.

Intern Orientation: ZS runs an orientation and training program for interns in the local office. This training program is designed to provide an overview of the problems you will solve and the skills you will develop as an intern.

Start Date and Formalities: We propose a start date of March 21, 2022. The internship will last till August 31, 2022. Please ensure that you report for work on the date indicated. This offer is subject to verification of original certificates of educational qualifications and other documents listed below. At the time of joining, you are required to bring the following .

- Original certificates of all educational qualifications, each with a scanned copy
- Aadhar Card
- Proof of age (Pan Card or Passport scanned copy)
- Relieving letter scanned copy (if employed)
- Scanned copy of the latest salary slip from your current employer (if employed)
- Two passport-size photographs

Termination: Either you or ZS may terminate the internship with 30 days written notice, with or without cause. Upon notice from either party, ZS may pay your basic salary and other contractual benefits in lieu of the unexpired notice period and/or may require you to take paid leave for all or part of the remaining notice period.

We are pleased by the prospect of you starting your ZS career in this position. If you decide to accept this offer, please sign this letter electronically through DocuSign to return it to us. Should you decide not to accept, please decline through DocuSign so that your offer is closed.

Please know that we would like to hear from you regarding your decision as soon as possible. We will consider this offer to be valid until March 14, 2022.

The elements of this offer are personal and specific to you and, accordingly, we do not consider them appropriate to be shared with colleagues or the public. All details conveyed in this offer are based on our understanding of your **expected completion of degree program**, availability and likely start timing. We describe benefits and conditions currently in force as of today and expected to be ongoing at the time you join. This offer is contingent upon successful completion of a background verification. If you have any questions about any of the elements of this offer, or would like to discuss the job further, please do not hesitate to contact me.

We look forward to you joining ZS and helping ZS (and you!) continue to grow and prosper in the future!

Sincerely,



Apoorva Aggarwal
Office Managing Principal

Signature:

 DocuSigned by:
AFEC34EF0623479...

Name as it appears on PAN card or passport:

 DS
Samiksha Jain Bajaj

Date Signed: 11-Mar-2022 | 7:04 AM CST



Fwd: Services - Offer for Employment - Kaustubh saxena

1 message

priya sharma <priya.sharma@zucol.in>

To: kaustubhsaxena204@gmail.com

Tue, 11 Jan 2022 at 15:26

Dear Kaustubh saxena

Greetings from Services !!

We are pleased to offer you the position of Expert and your Date Of Joining would be January 24th, 2022.

A formal letter shall be issued to you on your joining. You are requested bring the following documents(Original & Photocopy both) at the time of joining:

- | |
|-------------------------------------------------|
| - Certificates (Co-Curricular, Internship etc.) |
| - Identity proof |
| - Relieving Letter |
| - Experience Certificate etc. for verification. |

Training period would be of 15 Days.

You will be analyzed on the basis of your performance and behavior in the first 10 days of training and in case of termination within 10 days of training than this tenure of 10 days will be unpaid.

Following documents are required to mailed at the time of joining :-

- | |
|-----------------------------------------------------------------------------------------------------------|
| 1. Resume |
| 2. Photocopy of all relevant certificates – 10th, 12th, Diploma, Degree mark sheets etc. |
| 3. Photocopy of ID. Proof (Any of these– Valid Passport, Driving License, Voter ID Card, and Aadhar Card) |
| 4. Experience certificate from previous employer (s) (If any) |

- | |
|-------------------------------------------------------------------------|
| 5. Relieving letter from the previous employer (s) (If any) |
| 6. Salary slip of last 3 months from the previous employer (s) (If any) |
| 7. Last 6 months bank statements (If any) |
| 8. Copy of PAN Card |
| 9. Three passport size photograph (Self) |

Note – Your reporting time would be 09:30 AM.

ADDRESS: 1th Floor, Ganga Heights, SB-154, Bapu Nagar, Tonk Road, Jaipur, Rajasthan 302015

Your acceptance on this mail is required.

Thanks,

Priya Tirthani

Sr. HR Manager, Zucol Group of Companies

M: +91 - 7849908803

E: priya.tirthani@zucol.in

W: <https://zucol.in/>

A: 1st floor, Ganga Heights, Gandhi Nagar Mode, Tonk Road, Jaipur, Rajasthan 302015

If you have any issues, feel free to contact us at Services

ALPINE

Glory To Your Door
Interior Designer

Date.....

Ref.

TO,

WHOM IT MAY CONCERN

This letter is to certify that MR. JITESH KUMAR, S/O MR. MALIRAM BURDAK has successfully completed His internship program as "INTERIOR DESIGNER" in our organization. His internship tenure was on 17th February 2021 to 17th June 2021 (4 months). During the span we found his punctual and hardworking person. His learning powers are good and He picks up swiftly. He was actively & diligently involved in the projects and tasks assigned to him.

We wish his every success in life.

ALPINE

Glory To Your Door
Interior Designer

Amrutt
17/6/21

R.K Verma
(Architect)

Thank You



Manvendra Singh,

Jaipur

15th March 2022

Dear Manvendra,

Congratulations! We are pleased to offer you the role of **"Trainee Engineer"** with ATCS and confirm your joining date effective from **11th July 2022** at ATCS based on the following terms and conditions:

1. Your annual consolidated CTC will be **Rupees 5,00,000 (Five Lakh Rupees Only, (The CTC is subject to necessary deductions applicable as per the current or any changes in the laws of P.F., ESI, and Income Tax))**. Details of the CTC are attached herewith as par **Annexure-A**, please note this supersedes any verbal commitment or discussion.
2. You are required to submit the mandatory documents as listed in **Annexure-B**.
3. Your employment with us shall be governed by the specific terms and conditions as referred in **Annexure-C** attached herewith. Any amendments made thereof, or any other terms and conditions as may be communicated to you during your employment with us will be binding.
4. You shall be required to execute and be bound by the Agreement for non-disclosure of confidential Information attached herewith as **Annexure-D** and abide by the policies and processes of the organization.
5. You are required to report on or before **11th July 2022** at **ATCS, Jaipur** failing to which the offer stands withdrawn, unless any written confirmation on extension of date is approved by the undersigned.
6. Without prejudice, please note that organization reserves the right to withdraw your appointment before receipt of your acceptance of the same, without providing any reasons to you.
7. This offer is contingent upon successful completion of a background verification checks as applicable.

This letter contains annexure A, B and C. Annexure D will be issued to you on the date of joining. Kindly acknowledge and sign at the bottom of all sheets of the letter as a token of acceptance.

We welcome you to ATCS and look forward to a long and mutually rewarding association.

Authorized Signatory



Satish Malhotra
Manager-HR

I have read, understood, and agree to the terms and conditions as set forth in this letter and the annexure to the same.

Name Manvendra Singh **Signature** *manvendra singh* **Date** 11-7-2022

ANNEXURE – A

COMPENSATION DETAILS		
Name	Manvendra Singh	
Designation	Trainee Engineer	
Date of Joining	11 th July 2022	
Location	Jaipur	
Components	Monthly	Annually
Basic Salary	₹ 15,588	₹ 1,87,051
HRA	₹ 6,235	₹ 74,820
Telephone & Internet Reimbursement	₹ 2,000	₹ 24,000
*Statutory Bonus	₹ 9,714	₹ 1,16,568
Special Allowance	₹ 3,926	₹ 47,115
Total (A)	₹ 39,263	₹ 4,71,155
Leave Encashment (<i>may vary as per leave balance</i>)	₹ -	₹ 9,353
Perquisites	₹ -	₹ 6,000
Medical & Accidental Insurance	₹ -	₹ 4,500
Total (B)	₹ -	₹ 19,853
**Gratuity (Estimated)	₹ -	₹ 8,993
Total (C)	₹ -	₹ 8,993
Total CTC (A) + (B) + (C)	₹ 39,263	₹ 5,00,000

Note:

** Gratuity as a retiral benefit is payable to the employees who have completed 5 years of Service with ATCS alone and with appropriate attendance fulfillment for eligibility. The deemed Gratuity amount is estimated as per the current basic salary.

The above-mentioned components / benefits are as per the prevalent Company policy and /or applicable law and are subject to change.

I have read, understood, and agree to the above calculations of Total CTC.

Name Manvendra Singh Signature *manvendra singh* Date 11-7-2022

Components Details

1. **Gross Salary:** The component 'A' as mentioned in the above CTC Annexure -A
2. **ESIC Employee's Contribution:** If applicable, a contribution of 1.75 % of gross salary will be deducted from the Gross Salary per month towards the employee ESI contribution and will be deposited as per statutory requirements. The ESIC Employee contribution will appear on the Salary slip.
3. **ESIC Employer's Contribution:** If applicable, a contribution of 4.75% of gross salary will be deposited as per statutory requirements. The ESIC Employer contribution is cost incurred by the company on employee and forms a part of the CTC, it will not be reflected in the Salary slip.
4. **PF Employee's Contribution:** If applicable, a contribution of 12% of the basic salary will be deducted from the Gross Salary per month towards the employee PF contribution and will be deposited to the PF Account as per the statutory requirement. Please note, the Employee PF contribution will appear on the Salary slip.
5. **PF Employer's Contribution:** If applicable, a contribution of 12% of the basic salary or equivalent to employee contribution will be deposited to the PF Account as per statutory requirements. The PF Employer contribution is the cost incurred by company on employee and forms a part of the CTC, and thus will not be reflected on the Salary slip.
6. **Professional tax** is the tax by the state governments in India. It is levied by the municipal corporations and majority of the Indian states impose this duty. The maximum amount payable per year is INR 2,500 and in line with the taxpayer's salary.
7. ***Bonus** paid in compliance of the payment of Bonus Act, 1965. The payment frequency has been determined to avoid any delay in payment of the amount due as per the provisions of the payment of Bonus Act, 1965. Employer reserves the right to change the frequency of Statutory Bonus Payments.

All bonus payments are demonstrated based on the current applicable practice and law and may be subject to changes based on changes in law from time to time. Further, any changes/modification to bonus payments, due to change and/or amendment in law, shall not be treated as change in service condition(s) and therefore no notice of such change will be provided

to you. However, Company shall endeavour to inform you, via separate communication, about any changes/modification to the bonus payment.

8. **Confidentiality:** The letter contains all details with regards to your salary supersedes all earlier verbal communications. Please note that the contents of this letter and the compensation details are highly confidential.
9. Please note that in case of any **erroneous payments** being made through the salary, the same will be recovered automatically with/without prior intimation, It may be even adjusted or recovered in future, in case immediate reversal is restricted without the consent of the account holder.
10. **Submission of false, tampered or altered bills as proof for tax savings** at the end of the financial year will result in disciplinary action including termination of employment. The total Amount of Tax and Penalties if any levied by the taxation authorities on the company because of this misinformation shall be payable by the Employee.
11. **Deductions per month** from the gross salary include PF Employee Contribution, professional tax, income tax are as per statutory requirements or any other deduction if applicable.
12. As mentioned in the above note, an employee is eligible for **Gratuity** as retiral benefits on completion of 5 years with appropriate attendance fulfilment with ATCS alone. Please note that the amount accumulated as Gratuity is payable only at time of retirement, demise, or separation from ATCS.
13. Only available **leave balance** as per the existing leave policy, can be encashed upon successful completion of a calendar year.
14. **Perquisites** are the non-cash benefits which you will get for team lunches and outings. The perquisites cannot be encashed or claimed in any other form. The unutilized amount shall be lapsed by end of the year or employee exit, whichever is earlier.
15. **Medical and Accidental benefits** as per the guidelines of the Employee Insurance policy for the employee, spouse and 2 dependent children is facilitated by the company and the employees can claim their medical insurance from the Insurance Company as per their guidelines. The Company shall not be liable for any rejected claims by the Insurance company. This benefit cannot be encashed. In case both husband & wife are employed with ATCS, the maximum coverage as the Medical and Accidental benefits shall not exceed the cover provided to individual employee as family floater.

16. Salary appraisal will be as per the ATCS Appraisal process on the above-mentioned component "A" in the Annexure -A.

Please note the organization reserves the right to modify the policies and salary structure as mentioned in Offer Letter.

I have read and understood the terms and conditions as stated above and hereby signify my acceptance of the same.

Name: Manvendra Singh

Signature: *manvendra singh* **Date:** 11-7-2022

ANNEXURE - B

LIST OF DOCUMENTS

We are issuing this letter on the presumption that the furnished in your resume are correct. In case the said are found to be incorrect or if you have concealed or withheld some of the other relevant facts, your offer with ATCS shall stand terminated/cancelled without any notice. The organization has a right to conduct the necessary document and background verification of the below documents and details as submitted by you, during your employment with ATCS.

On the date of joining, please submit the **photocopy of the below documents** and **carry the original documents** for verification.

1.	Education Mark sheets (Secondary, Senior Secondary, Graduation and P.G and certificates if any)
2.	ATCS Offer Letter acceptance copy
3.	Date of birth certificate
4.	Last 3 Months salary slip
5.	Resignation Acceptance (email/portal)
6.	Relieving Letter of the last employer
7.	Offer letter of the last employer
8.	PAN card
9.	Aadhar Card (2 copies are mandatory)
10.	3 Passport Size and 1 stamp size photograph (professional photo in formal dress code only)

I agree and accept to submit the above documents on the date of joining.

Name Manvendra Singh

Signature *manvendra singh* **Date** 11-7-2022

ANNEXURE - C

TERMS AND CONDITION OF EMPLOYMENT

1. During the term of your employment effective from your date of joining (hereinafter “**ATCS**”) you agree to confirm, comply and be bound by the **ATCS** policies and processes, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.
2. As an employee of **ATCS** you shall:
 - a) Comply with your duties and the organization will expect you to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of your obligations and in all your business relationship with others. Any misconduct and harassment at work shall be brought to the notice of the reporting authority and necessary action will be taken in accordance with law and the organization’s policies and processes.
 - b) Not to divulge with any unauthorized person during the period and even after the completion of your service by the word of mouth or otherwise, any confidential information of the organization or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our employee. It is your prime responsibility to keep such information confidential even on termination or cancellation of employment. You shall not disclose or discuss your compensation to any other employee or anyone outside the organization.
 - c) Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
 - d) Disclose to us forthwith any discovery of any information or invention (as Intellectual Property) or any subsist nature while working within the organization.

- e) Not to enter into any commitments or dealing on behalf of the organization for which you have no clear authority nor to alter or be a party to any alteration of any principle or policy of the organization or exceed the authority or discretion vested in you without appropriate sanction of the organization or those in authority over you.
- f) Remain compliant with the law of the land and policies, procedures, declarations, service rules and regulations including conduct, discipline, and administrative orders of the organization with modifications done at the sole discretion of the organization while in service.
- g) Not to be engaged directly or indirectly in any employment for profit or for monetary gain or act in any way contrary to the interest or reasonably foreseeable conflict of interest or in competition of ATCS and its goodwill.
- h) Neither be a part of any group, association, or union as against ATCS interest nor make any contribution in any form for and behalf of ATCS.
- i) Not misuse or misappropriate ATCS assets but employ it only for the purpose of conducting ATCS activities, for which they are duly authorized. Use of ATCS assets and resources for personal & financial gain is strictly prohibited. These include tangible assets such as equipment, p.c, laptop, systems, internet access, facilities, materials and resources as well as intangible assets such as internet access, bandwidth, proprietary information, relationships with internal and external customers and clients, employee will be liable to pay for any damages with the ATCS assets as per actual.
- j) Not use or proliferate information which is not available to the public which constitutes insider information. All information not available to the public must be treated proprietary and confidential.
- k) Abstain yourself from intoxication of liquor & drugs during official hours and on official travel. Any willful act or omission in violation of the above shall be regarded as a violation of this term and condition, apart from inviting appropriate disciplinary action, civil or criminal action under the relevant company law.
- l) This offer has been made to you considering the current business situation and performance of ATCS. In case of any, natural calamities / pandemic / ecological / public health crisis / act of god / loss of business, ATCS shall reserve all the rights to revoke the offer letter irrespective of the acceptance from the new joiner before joining.

3. Probation Period & Notice Period

The probation period for a " **Trainee**" will be **6 months** from the date of Joining and for all the other designations except Trainee, the probation period is **3 months** from the date of joining. The confirmation of service will be completed after evaluation of performance as per the probation process.

Your services may be terminated by either party, giving notice in writing for **1 month** in case of employees under probation and **3 months** in case of confirmed employee or payment of salary in lieu thereof. The Company reserves the right not to accept salary in lieu of notice. Leaves during the notice period will be governed by the leave policy.

However, an employee may be terminated subject to a violation of any points as stated in **clause 6**, during or after successful completion of the probation period without any notice, as per disciplinary action policy

4. Exclusiveness of the contract

During the term of your employment, you shall not directly or indirectly take employment or participate in or deal with any other business or take up consultancy or deal with or enter into any agreement or arrangement with any person that is in the same or similar business in which the organization is engaged or seek membership of any local or public bodies either on honorary or remuneratory basis except with the prior written permission of the organization.

5. Appraisal and Promotion

Your growth in the organization and the appraisal will solely depend on your performance and contribution to the organization's growth.

6. Termination of Permanent Service

Organization may terminate your employment without notice if at any time during your employment you are found guilty of:

- a) (i) any act of disloyalty, commission of an act involving moral turpitude, any act of indiscipline, use of inappropriate words, language hurting the integrity & culture of any employee or inefficiency, or
- (ii) Willful breach of the terms of this offer letter including the Annexure hereof and policies, procedures, declarations, service rules or other rules & regulations including conduct, discipline, and administrative orders of the organization, or
- (iii) Willful negligence or disobedience of lawful or reasonable orders or instructions received by you from time to time, or
- (iv) Conduct on or off duty, which is prejudicial to the interest, good name, or reputation of the organization, or

(v) Furnishing or suppressing false material information or declaration ~~without~~ **without** prejudice to its rights aforesaid, in such cases the organization reserves the right to seek any other remedy or take any action available to it under applicable law.

(vii) Indiscipline or misbehavior even after warning at workplace with any employee, manager, or any other colleague

- b) (i) If you are absent without any information for **5 consecutive working days** or remain absent for more than 5 working days beyond the period of sanctioned leave originally granted or subsequently extended it will be considered as absconding. In this case, you will not be entitled for any salary and relieving letter.
- (ii) If you return to work within period of 5 days after the lapse of period stated in (i) and give satisfactory explanation of unscheduled absence from work, you will not be entitled for any salary for the absent days, subject to Delivery Director's approval.
- c) During the probation period should you desire to leave the services of ATCS, you shall give **1 months' notice or 1 months' salary (gross) in lieu thereof**. Similarly, you can be terminated during the probation period without assigning any reason and by giving you **1 months' notice or 1-month gross in lieu thereof**.
- d) After completion of probation should you resign from services, you need to give **3 months' notice or 3 month's salary in lieu thereof**. Leaves during the notice period will be governed by the leave policy. Similarly, ATCS may terminate after completion of probation period, without assigning any reason after giving 3 months' notice in writing or salary in lieu thereof.
- e) You agree that during and upon termination of your employment or your resignation from the Organization, you shall not in any manner either directly or indirectly solicit or entice other employees, or clients of ATCS to join or enter into any transactions, as the case may be with either you directly or indirectly or with other third parties which are in direct or indirect competition with ATCS.
- f) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing (without salary in lieu of notice), in the event of your misconduct, fraudulent, dishonest or undisciplined conduct of, including but limited to embezzlement, or misappropriation or misuse by you of the ATCS property, or on you being declared as insolvent or convicted for any offence involving moral turpitude, or breach by you of any of these Terms and Conditions, harassment or disciplinary actions or other documents or directions of ATCS, or, your, unlawful association or closure of the business of ATCS, or upon you conducting yourself in a manner which is regarded by ATCS as prejudicial to its own interests and/or to the interests of its clients. In these scenarios you will not be entitled to receive any FNF and relieving letter.

- g) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of redundancy of your post in ATCS.
- h) Notwithstanding anything mentioned in these terms and Conditions, ATCS may terminate your employment, with immediate effect by a notice in writing in the event of irregularity in attending office, unauthorized absence from the place of work for more than 5 working days.
- i) **Non-performance:** During the probation period the probation assessment process will help to evaluate the performance of an employee, after successful completion of the probation period, in case of performance improvement plan, the non-performance process will be followed.

7. Exit Clearance

- a) The organization with held the right to hold the full & final settlement of any employee terminated due to the reason specified as above clause 6 other than point F or sudden un-informed exit of an employee.
- b) Full and Final Settlement will be processed as per the offboarding process. Subject to the satisfactory completion & handover of all your existing duties, ongoing assignment, obligation, and projects etc. handled by you at that time and handover complete job responsibilities as assigned and full & final settlement.

8. General

- a) You may be selected by the organization for familiarization or training assignments with our technical collaborators or any other Institutions or organization's in India. You will diligently & beneficially take part in the training certifications. The cost of such training will be borne by the organization subject to agreements to be drawn up & signed by the organization and signed by the organization & you specifying minimum number of years you will serve the organization after such training & provide for the payment of any liquidated damages by you to the organization proportionate to the years of service remaining to be rendered, on the event you voluntarily terminate the contract of service or this Offer prior to the expiry of the agreed period of service referred to herein above
- b) Your age mentioned in the matriculation or higher secondary certificate will be deemed to be the conclusive proof of your date of birth.
- c) You will intimate to the organization in writing any change of address within a week from the change of the same, failing which, any communication sent on your last recorded address shall be deemed to have been served on you.
- d) Your designation is subject to change depending upon Organization promotion guideline, deliverables, and performance.
- e) On your relieving, you are required to obtain the necessary clearance from the respective team, on production of which, your dues, if any, will be settled by the organization.

9. **Background Verification:** Before your Offer and during the term of your employment with ATCS, you voluntarily agree for the Organization to conduct a reference and or background check on you.

You are required to disclose all material facts and relevant information which may either affect your employment with ATCS currently or in the future or may be in conflict with the terms of your employment with ATCS, either directly or indirectly. If at any time during your employment, ATCS becomes aware that you have misrepresented any material facts or relevant information required to be disclosed by you, ATCS reserves the right to forthwith terminate your employment without notice and without any obligation or liability to pay any remuneration or other dues to you irrespective of the period that you have been employed by ATCS.

10. You acknowledge and agree that any work that you may be conducting either on the premises of ATCS or otherwise with regard to any designs, proof of concept, products, marks, copy rights, patents, improvements, discoveries or any other form of intellectual property, whether protected under law or not, is being done by you on behalf of ATCS and relates to ATCS, research and development (current and anticipated) which shall be the property of ATCS. ATCS shall be the owner of all such work. You shall irrevocably transfer and assign all such ownership rights to ATCS. You further agree to forever waive and never to assert any rights or claim ownership with respect to the above at any point of time.
11. You shall execute the Confidentiality and Non-Disclosure Agreement annexed to these Terms and Conditions under which you will have an obligation to keep ATCS proprietary information confidential during your employment with the Organization and thereafter.
12. You agree that the Organization shall have a right to conduct an enquiry for disciplinary action by itself or through a third party as against any act or omission committed by you during your employment in ATCS and that you shall be bound by any such decision of the Organization.
13. In case of any dispute regarding these Terms and Conditions, the same shall be amicably settled between us failing which the Organization shall have the discretion to appoint a sole arbitrator. Such arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996. The venue for arbitration will be Rajasthan and the arbitration proceedings shall be in English. Any award passed by the arbitrator shall be final and binding on the parties and shall be enforceable in any court of law having competent jurisdiction.
14. Retirement age will be 60 years.
 - *I acknowledge and agree that the interpretation and enforcement of these Terms and Conditions shall be governed by the laws of India and the Courts of state of Rajasthan alone shall have jurisdiction regarding any dispute arising hereunder.*
 - *I have read the aforesaid Terms and Conditions and all Annexures and understood all the terms and conditions mentioned therein and I hereby unconditionally accept and agree to abide by them.*
15. ATCS believes in building an inclusive work culture, where every employee has unique abilities and can contribute to their fullest if provided the right platform. We do not discriminate based race, religion, colour, age, disability, national origin, sexual orientation, military status, or any other legally protected status.

Name Manvendra Singh

Signature *manvendra singh* Date 11-7-2022

ANNEXURE – D

AGREEMENT FOR NON-DISCLOSURE OF CONFIDENTIAL INFORMATION, NON-SOLICITATION & NON-COMPETE

Advanced Technology Consulting Service is committed to maintain high standards of confidentiality. The responsibility to preserve the confidentiality of information in any form (electronic, verbal, or written) rests with each user granted access to ATCS information systems who may have access to Confidential Information, including Client Information, End Client Information, Employee information, vendor information, financial, or other business-related or company confidential information.

Any information created, stored, maintained or processed on ATCS or affiliate's systems, or systems maintained by you on behalf of ATCS' is the property of ATCS or affiliates, as is any information created by or on behalf of ATCS or affiliates, whether written, oral or electronic. ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

This agreement ("Agreement") is made and entered into as of 11 July 2022 ("Effective Date") by and between Advanced Technology Consulting Service Pvt. Ltd. (an organization incorporated under the provisions of the Companies Act, 1956 having its registered office situated at IT-A-014-A SEZ Mahindra World City (Jaipur) Ltd, Village Kalwara, Tehsil Sanganer, Jaipur, Rajasthan, 302037, hereinafter referred to as "ATCS" which expression shall mean and include where the context so requires or admits its affiliates, permissible successors and assigns of the one part and located at multiple locations in India) as one party and Manvendra Singh, residing at (Address) Bad ki Kothi, Gatala Vihar Colony (303338) (hereinafter referred to as "Individual") as the other party of the first Part; to and in favor of ATCS, including all locations in India; where ATCS is an organization engaged in Information technology. *Phulera, Jaipur

- The "*Individual*" is currently employed in the capacity of Trainee engineer (designation) as employee / individual consultant / employee of consulting organization to provide services in ATCS vide acceptance of the Appointment Letter (only in case of employees) dated 15th March 2022
- Pursuant to his/her obligations, "*Individual*" would have access to, be furnished with and develop information for and on behalf of ATCS either solely or jointly with anyone authorized by ATCS wherein all such information would be proprietary in nature and confidential to ATCS;

- ATCS damage shall be un-quantified and irreparable in the event of any disclosure of Confidential Information (hereinafter defined) by “*Individual*” and deems it necessary to enter into an agreement of confidentiality and non-disclosure to ensure that the confidentiality of all information accessed, furnished to individual or developed by “*Individual*” during the course of engagement is maintained confidential during the term of engagement and thereafter;
- “*Individual*” acknowledges and realizes the importance of maintaining the confidentiality of the aforesaid information and agrees to ATCS directions in this regard.
- Consequently, the parties deem it necessary to record in writing the terms and conditions of this non-disclosure agreement as applicable to the maintenance of confidential information between ATCS and “*Individual*”.

Hence this agreement is now made, and the parties hereto agree as follows:

DEFINITIONS

For purposes of this Agreement the following terms shall have the meaning attributed to them as follows:

- a. “*Individual*” means any permanent or contractual employees, volunteers, trainees, consultants to ATCS in individual capacity or consultants representing ATCS partner organizations for consulting and persons whose conduct, in the performance of work for ATCS, are under the direct control of ATCS, whether or not they are paid by ATCS including management. “*Individual*” is person or entity with authorized access to any ATCS network and/or other information systems, including computer systems.
- b. “*Affiliate*” means any party which is the holding organization or subsidiary of such Party, or any person which, directly or indirectly, (a) controls such Party (b) is controlled by such Party (c) is controlled by the same person who, directly or indirectly controls such Party, or (d) is a Subsidiary of the same person of which such Party is a Subsidiary. It includes ATCS clients, contractors, sub-contractors, vendors, consultants, auditors, assessors, or any other party affiliated to ATCS in general.
- c. “*Authorized Use*” shall mean the purposes for which the “*Individual*” is engaged by ATCS and for which the “*Individual*” shall have access or is furnished or develops or is required to develop Confidential Information either alone or jointly with anyone authorized by ATCS.

- d. Sensitive Information refers to “Sensitive Personal Information” as per GDPR. It can be oral, written, electronic, or recorded in any other form. Electronic Sensitive Information means Sensitive Personal Information in electronic form.
- e. “Confidential Information” or “Information” shall mean all proprietary information whether written or oral, electronic or in any other form related to the ATCS or its affiliates - including but not limited to commercial, technical, financial, establishment, business, operation, maintenance, marketing and promoting of its own services and products, products, experimental work, customers, clients and vendors, financial information, marketing plans, business plans, project plans, information relating to sales, costs, tariffs, schemes, operating income, organization, customer lists, price calculation models, technology, methods, Documentation, Designs, general trade secrets, intellectual property rights of ATCS or its affiliates, as well as any other information labeled “Confidential” by ATCS or accessible to or provided to the “Individual” or developed by “Individual” solely or jointly with anyone pursuant to the performance of the “Individual’s” obligations during the course of his/her engagement with ATCS, whether protected under law or not. The Confidential Information and obligations thereto shall apply irrespective of the form in or the media on which such information is displayed or contained.

The term “Confidential Information”, for the purpose of this Agreement, shall not include information which:

- i. is already known to “Individual” without the obligation of a confidentiality agreement or other restriction.
- ii. “Individual” demonstrably developed independently through a dated and written record, prior to the time at which the information was disclosed.
- iii. “Individual” can establish it developed independently, after disclosure, and independently from Confidential Information which it had received.
- iv. became publicly available other than through any act or omission of “Individual”
- v. was lawfully obtained from a third party on a non-confidential basis and without interfering with and breaching this Agreement.
- vi. has to be made public due to mandatory law, court’s or other authority’s, provided that the ATCS is informed before the information is made public and only to the extent that the disclosure is absolutely necessary to comply with the law, rule or decision.

- f. "Designs" shall include but not be limited to all designs, discoveries, inventions, products, computer programs, procedures, improvements and developments made or conceived by ATCS generally or by the "Individual" specifically (whether solely or jointly with anyone or furnished by ATCS to the "Individual" from time to time or obtained by ATCS from any third party vendor or service provider.
- g. "Documentation" shall mean user manuals, training materials, help text, sample documents, tutorials, and other written or graphic materials of ATCS or affiliates that may or may not describe any part or whole of the business operations of ATCS and/or the specific projects required to be performed by "Individual" generally or specifically.
- h. Proprietary Information shall include but not be restricted to all documents, papers, drawings, diagrams, USB drive, CD's, DVD's , & other information , of whatever nature & whichever form, pertaining to or owned by disclosing party (whether in physical or visual or oral or electronic or written and (or) other tangible form or otherwise) disclosed by the disclosing party to the receiving party including, without limitations:
 - i. Any know-how , software programs, codes, procedures, methodology, systems, applications, computer file or data , techniques, scientific data, financial data, technology, price, specification, information pertaining to the training procedures or manual and information relating to their business, service being rendered, products & product lines, past or present or future plans for their business or service improvement and
 - ii. This agreement, the said agreement (s) or other document signed by the parties and the provisions thereof.
 - iii. Said Agreement (s) shall mean agreement (s), if any, to be signed or already signed between the parties including the appointment letter and other undertakings of the receiving party.

DURATION

This Agreement, and the obligations of the "Individual" hereunder, shall remain in full force and effect during an Assignment and even after the completion of tenure.

GENERAL

The interpretation and enforcement of this Agreement shall be governed by the laws of India and the courts of Rajasthan shall have exclusive jurisdiction. All disputes shall be amicably settled between the parties failing which all such disputes shall be referred to a sole arbitrator to be appointed by the Organization. Arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation

Act, 1996. The venue for arbitration will be Jaipur and the proceedings shall be in English. This Agreement shall not be assigned by the *"Individual"* under any circumstances.

IN WITNESS WHEREOF the *"Individual"* herein has executed this Agreement
on 11 July 2022 (date of joining) hereinabove mentioned.

OBLIGATION OF CONFIDENTIALITY

"Individual" shall not, without explicit written consent of ATCS, for any reason or at any time either during and after the term of this Agreement, use or disclose any Confidential Information in any manner whatsoever.

Further, in consideration of being entrusted access to Confidential Information, *"Individual"* acknowledges and agrees:

- a. That he/she is given access to the Confidential Information solely for purposes of Authorized Use and acknowledges and recognizes the proprietary nature of the Confidential Information and its obligation of maintaining the confidentiality of the said Confidential Information and that he/she shall not use the information outside of the purposes listed in Authorized Use.
- b. That he/she shall not disclose Confidential Information to others except:
 - i. to persons working for ATCS on a need to know basis or having access in their work to the kind of information at hand.
 - ii. his/her superiors only if permitted by ATCS
 - iii. to anyone else authorized by ATCS as receiver of such information; or
 - iv. to persons to whom he/she according to his/her works duties shall give such information or authorized by ATCS to provide.
 - v. where ordered to do so, by any government, judicial or quasi-judicial authority; provided however, that *"Individual"* shall in such a case give the Organization a reasonable prior notice of any prospective disclosure and shall in any case assist the Organization in obtaining an exemption or protective order preventing such disclosure.

This undertaking under (a) and (b) above will survive the termination of his/her engagement or his/her resignation or his/her assignment with ATCS in accordance with clause 6 of Annexure C of the Agreement.

- c. that he/she will not, directly, or indirectly, make use of Confidential Information other than in the course of his/her duties and work for ATCS
- d. that he/she will comply with all applicable ATCS policies and directives and other instructions relating to Confidential Information, including, but not limited to, the requirement that certain information may not be removed from ATCS' premises or may be communicated or disclosed only to a restricted internal or external group of individuals;
- e. that the Confidential Information shall not be duplicated or reproduced in any manner whatsoever, except as is required for the execution of his/her duties and work for ATCS or as permitted by ATCS.
- f. that upon learning of any wrongful use or treatment of Confidential Information, he/she will promptly notify his/her reporting manager within ATCS and will fully cooperate with ATCS to protect such information.
- g. "*Individual*" shall use the highest degree of care in safeguarding the Confidential Information and shall not discuss or study Confidential Information in public places nor transfer (physically or electronically) it to any workplace outside that is provided by ATCS
- h. At all times during and after the Assignment, the "*Individual*" shall follow ATCS information security policy and other instructions relating to safeguarding information issued by ATCS. Upon discovery of any actual or potential unauthorized disclosure of Confidential Information in its possession, "*Individual*" shall immediately notify ATCS and undertake to take all actions to prevent any further disclosure or unauthorized use of such Confidential Information.

PROPRIETARY PROTECTION

- a. Subject to the provisions of this Agreement, ATCS shall have sole and exclusive right and ownership of all right, title, and interest in and to the Confidential Information including ownership of all patents, copyrights, trademarks and designs, trade secrets and other Intellectual Property pertaining thereto.
- b. ATCS claims and reserves all rights and benefits afforded under Indian and International Copyright laws in all software programs included in the Confidential Information as its copyrighted and licensed works. The binary or object or source code version of such software programs shall under no circumstances be reverse-engineered or reverse-compiled without ATCS written consent.

- c. The parties hereby expressly agree that the furnishing of Confidential Information and Intellectual Property to, the possession of and utilization of such Confidential Information and Intellectual Property by the “Individual” shall not in any manner be deemed to grant the “Individual” any rights of ownership, license or assignment in the Confidential Information and Intellectual Property under this Agreement.

OWNERSHIP OF INFORMATION

All Confidential Information remains the property of ATCS and nothing in this Agreement shall be deemed to convey to “Individual” any right, title or interest in or to the Confidential Information. ATCS will exclusively own all materials prepared by “Individual” and ATCS may use these materials in its own discretion. “Individual” does not convey any ownership or rights in the frameworks, methodologies, analytical tools and general industry data and insights that may be used or developed by “Individual” in the performance of its services.

RETURN OF CONFIDENTIAL INFORMATION

All material containing Confidential Information or relevant or related thereto whether or not supplied by ATCS, including, without limitation, drafts, memoranda, summaries, samples, drawings, scrap documents, photographic negatives, or computer input or output, and including all copies of any kind shall be returned or destroyed upon ATCS request.

COPIES

Any copies or reproductions of the Proprietary Information shall bear the copyright or proprietary notices contained in the original.

WORK PRODUCT

“Individual” shall have no proprietary interest in the work product developed during the course of its engagement and expressly assigns all rights to copyrights, patents, trade secrets or other proprietary rights to the Company.

ACCESS TO COMPUTER RESOURCES

“Individual” expressly agrees that to perform his/her duties and work for ATCS, he/she may be granted access to computer resources of ATCS. In consideration of being entrusted with such access, “Individual” acknowledges and agrees:

- It is my responsibility to read, understand and comply with all applicable ATCS policies and procedures, including Security policies. I understand that these policies provide important information about the acceptable use of information systems, protection from malicious software, Mobile device usage, and data encryption, and other important information. If I am provided access to sensitive personal or personal information, I also agree to comply with the Privacy policies.
- I have been provided training on & access to the Security (and Privacy policies as applicable). I shall comply with ATCS' Corporate Policies and Directives and other instructions regarding my access to and use of ATCS' computer resources.
- I shall have the ultimate responsibility and liability for the use of the corporate identity, password, computer systems, peripherals, accessories, and tools assigned to me provided by ATCS or its affiliates.
- I shall log off or lock the computer systems of ATCS or affiliates or activate the screen saver configured with password immediately upon completion of each work session.
- I understand that Confidential Information includes, but is not limited to client information, project data, employee, financial and all other business-related or company private information (electronic, verbal or written).
- I understand that all information and data transmitted/stored by/on any ATCS / affiliate's device, network or system is covered under this agreement & subject to applicable law. I also understand this includes, without limitation, any personal, nonwork related information. I do not have any expectation of privacy about information on any ATCS network and/or other information systems, including computer systems, and understand that ATCS has no obligation to maintain the privacy and security of the information.
- I agree not to disclose any personal / sensitive personal / Confidential Information obtained by accessing ATCS or affiliates network and / or other information systems, including computer systems, or otherwise to any unauthorized party. I agree not to access or use any of the above or any other Confidential Information unless I am authorized to do so. I agree that all such information shall be held to the highest level of confidentiality.
- I understand that ATCS reserves the right to monitor and/or inspect all systems that store or transmit ATCS data, the data stored therein, as well as all documents created by or on behalf of ATCS.

- I agree to access the ATCS network and/or other information systems, including computer systems, only for purposes related to the scope of the access granted to me. I will not intentionally access any information, data, or computer resources other than the information that I have specifically been authorized to access by ATCS.
- I agree not to share or disclose User IDs, passwords, PIN codes or other methods that allow access to ATCS network and/or affiliates and/or other information systems, including computer systems, to anyone, at any time. I also agree to store all ATCS company-related data onto the system servers rather than on hard drives of individual workstations, personal computers, or other devices.
- I will not allow any other person access, either directly or indirectly, to ATCS or affiliates resources using my credentials or through any other methods
- I agree that while logging on to any computer or system of ATCS, I shall use only my corporate identity and password assigned to by ATCS.
- I understand that ATCS or its clients or external auditors may regularly audit or investigate incidents regarding access to information systems and the data contained in these systems. I agree to cooperate with these parties during audits or investigations of data and equipment, including ATCS, or its clients or external auditors' inquiries that arise as a result of such audits. I also agree to surrender my personal devices for any such investigations / audits if asked for.
- I agree to inform my supervisor (or for non-employees, the applicable ATCS department Director or Business Contact) and CISO immediately if I have knowledge that any password is inappropriately revealed or any inappropriate data access or access to Confidential Information or any and all activity that is contrary to this Agreement or Information Security policies or Privacy policies comes to my notice.
- I agree to not install or use any software that is not licensed by ATCS or its affiliates and provided to me for use (or that is otherwise unlawful to use) on any ATCS or affiliates information systems, equipment, devices or networks. I understand that unauthorized software may pose security risks and will be removed by ATCS. If ATCS faces any fines or penalties due to installation of such software's on my behalf, it shall have full authority to recover damages from me legally.
- I agree to comply with ATCS requirements to encrypt electronic Confidential Information in accordance with ATCS security policies, including the requirement that encryption software be installed on all laptop computers whether ATCS owned or personal and that emails transmitted over an electronic network outside of ATCS be encrypted, as described in the ATCS Security policy Data Encryption and Decryption.

- I agree that all devices used by me that connect to ATCS or affiliate's network and/or other information systems, including computer systems, whether owned by me or not, will be continually running approved and updated anti-virus software.
- I agree to use all ATCS devices and facilities as per acceptable usage policy.
- Insider Issues: I am aware that the Confidential Information may contain unpublished information that could affect the market value of the ATCS. I may therefore be considered as an insider under applicable legislation.
- I understand that
 - [employees] this agreement will be a part of the employee file at ATCS and failure to comply with same & ATCS Information Security and Privacy policies may result in disciplinary action, up to and including termination and legal action to recover damages.
 - [non-employees] failure to comply with this Agreement & ATCS Security and Privacy policies may result in revocation of access and the termination of any agreements or relationships with ATCS and recovery of damages as per MSA with vendor.

REMEDY FOR BREACH – INJUNCTIVE RELIEF

"Individual" acknowledges that ATCS has the sole intellectual property rights subsisting in the ATCS items, such as copyright, patents, trade secrets, designs and other intellectual property rights, and "Individual" warrants and undertakes that it shall not in any manner, whether directly or indirectly, affect, dilute, infringe and/or breach such intellectual property rights of the ATCS and indemnifies the ATCS against the same.

The relationship between the Parties is that of independent contractors. Neither Party shall do anything, which has the effect of creating an obligation on the other Party to a third Party. If either Party breaches this clause, that Party shall indemnify the other Party for all damages and costs the injured Party incurs which arise from the breach. Further, it is agreed that the ATCS shall not, in any manner be responsible for any act, omission or commission of the staff engaged and such staff members shall have no claim whatsoever against ATCS. ATCS shall also not be liable either in tort or under any applicable statute, for any acts or omissions, whether direct or indirect, to "Individual". The ATCS shall also have the option to adjust or set off any monies payable by the ATCS against such amounts as indemnified by "Individual".

In the event of breach of the obligations of this Agreement by "Individual", he/she shall promptly be liable to indemnify ATCS for the costs, damages, expenses and prejudice caused to ATCS by disclosure, breach or loss of confidentiality of any part or whole of the Confidential Information by him/her.

This liability of "Individual" shall not in any manner affect the rights of ATCS from claiming costs and damages from the "Individual" and other available remedies under law, equity or under the Employment/Appointment Letter dated 11 July 2022 (doj) and this Agreement. Further, "Individual" acknowledges that, in the event of any breach of this Agreement, ATCS will not have an adequate remedy in money or damages. ATCS therefore shall be entitled in such event to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. ATCS, right to obtain such relief shall not limit its right to obtain other remedies.

"Individual" acknowledges that the use or disclosure of the Proprietary Information in a manner inconsistent with this agreement will cause Company irreparable damage, and that Company shall have the right to equitable and injunctive relief to prevent the unauthorized use or disclosure, and to such damages as are occasioned by such unauthorized use or disclosure.

NON-COMPETE, NON-SOLICITATION

During your association with ATCS and for a period of six (6) months after cessation of engagement from ATCS, irrespective of the reason of termination, you will not directly or indirectly, whether as an individual, independent contractor, consultant, partner, employee, director;

- a. Pursue or seek employment with ATCS existing client and their subsidiaries
- b. Extend your services in the form of employment, consultancy to any of the existing clients of ATCS as third party

You acknowledge that the restrictions imposed herein are reasonable and necessary to protect the legitimate business interests of ATCS. You also acknowledge and agree that such restrictions do not and will not impose an undue hardship on you. If you breach any of the restrictions imposed herein, ATCS has the right to obtain both a temporary and permanent injunction to prevent any further violations, and that ATCS has the additional right to recover court costs and reasonable attorney's fees incurred by the ATCS.

Further, ATCS will not be liable to pay the full & final settlement to the respective employee, in addition to the suspension of Salary, employee agrees to pay a fine of INR 5,00,000 to ATCS to recover the significant business loss.

NO PUBLICITY

I agree that, during or even after my relationship with ATCS or its affiliates under this Agreement, I have no authority to represent or act on behalf of ATCS or affiliates without prior written consent. I shall not hold myself out to any third person as purporting to act on behalf of or serving as the agent of ATCS or its affiliates and you are not authorized to enter into any agreements, whether oral or written, on ATCS or its affiliates' behalf unless authorized to do so.

I shall not (i) use the name ATCS or its affiliates in any publicity or advertising, or (ii) issue a press release or otherwise publicize or disclose any information related to the existence of this Agreement or the terms and conditions hereof, without the prior written consent of ATCS or its affiliates; provided, however, that I may, to the extent necessary to perform the services, disclose to third party vendor and suppliers that I am performing the Services for ATCS or its affiliates.

In no case I shall disclose my affiliation with any of ATCS' affiliates in general through written contracts, advertising or on any public forums such as (but not limited to) LinkedIn, GitHub, glass door, or its website etc.

I agree to all the terms and conditions laid out in the document.

Name: Manvendra Singh

Place: Jaipur

Date: 11-7-2022

ANNEXURE D (A)

ADVISABLE MEASURES OF INTERNET USAGE

Allowed	Prohibited
Use the internet responsibly and productively.	Receive, send, or store data that is illegal, pornographic, or which negatively depicts race, sex or creed is strictly prohibited.
Internet access is limited to job-related activities include re-search and educational tasks.	Use the internet for illegal or unlawful purposes.
Communication between employees and non-employees for business purposes.	Using computers to perpetrate any form of fraud, and/or software, film, or music piracy.
IT support can download software upgrades and patches.	Hacking into unauthorized websites.
Emails sent via the company email system should not contain content that is deemed to be offensive.	Misusing, disclosing without proper authorization or altering customer or personnel information.
Reference regulatory or technical information.	Any form of gambling.
	Unauthorized downloading of any shareware programs or files for use without authorization in advance from the IT Department and the user's manager.
	Playing of any games / Forwarding of chain letters / Acceptance of promotional gifts.

I agree to all the terms and conditions laid out in the document.

Name: Manvendra Singh

Place: Jaipur

Date: 11-7-2022

INFORMATION SECURITY AND PRIVACY

ALLOWED

- ✓ Use only company provided storages such as MS One Drive, Dropbox for documents and company provided code repositories such as SVN, Bitbucket.
- ✓ Identify personal / sensitive personal data to be processed by ATCS and inform client & quality team about the same via appropriate data declarations.
- ✓ Discuss with quality team, team leads and delivery directors in case of any doubts, DON'T ASSUME
- ✓ Seek advice from the IT Service Desk if you are unclear about any aspect of information security.
- ✓ Report any loss or suspected loss of data.
- ✓ Change your password if you have any suspicion that it may have been compromised.
- ✓ Ensure that personally owned equipment which has been used to store or process ATCS data is disposed of securely. See further information on hardware and data disposal.

PROHIBITED

- ✗ Signup on public OneDrive, Google Drive, DropBox, github.com, sourceforge.net, hackerearth.com, etc with company or personal email and store data or post company information or code (including reusable code snippets for future personal/ company use/ community development and help.)
- ✗ Store / process personal / sensitive personal data of client in local systems, INT, TIC servers at hosted by ATCS
- ✗ Share credentials for client systems (or use generic credentials such as admin) to access client network, VPN VDI etc.
- ✗ Share code files and documents with someone outside ATCS other than client.
- ✗ Share code files and documents with someone inside or outside ATCS over github.com etc.
- ✗ Disclose your password to anyone. See further information on keeping your password safe.
- ✗ Use a personal email account for conducting ATCS business. See further information on using ATCS email.
- ✗ Store company / project information in local storage (office laptops, emails) that are not on backup.
- ✗ Make copies of restricted information without permission.
- ✗ Create a shared list of passwords for access to all team members
- ✗ Store list of passwords in a notepad file for easy access.
- ✗ Leave your computers unlocked when left unattended.

- ✖ Leave hard copies of confidential unattended or unsecured. See further information on paper-based information.
- ✖ Connect personally owned storage or mobile devices to ATCS owned equipment.

I agree to all the terms and conditions laid out in the document.

Name:

Place:

Date:

MISCELLANEOUS

This Agreement shall be governed by the laws of India, without reference to conflict of law principles, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written with regard to such subject matter, provided that information disclosed under prior agreement between the parties shall be and remain subject to the terms thereof for so long as such information is protected under the terms of that prior agreement.

The Receiving Party shall not assign or delegate its rights or obligations under this Agreement, in whole or in part, to any third party by operation of law or otherwise, without the prior written consent of the Disclosing Party. Any attempted assignment or delegation that does not comply with this section shall be null and void and of no effect. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the authorized representatives of the parties.

The facsimile or e-mail transmission of any signed original counterpart of this Agreement, and transmission or re-transmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original. At the request of either party, the parties hereto will confirm facsimile and e-mail transmitted signatures by signing an original document for delivery between them.

- During "Individual"'s term of engagement with ATCS effective from date of engagement you agree to confirm, comply and be bound by the ATCS policies, code of conduct, directives, these term and conditions, applicable laws and any amendment, modification made thereto and such other policies or directives which may be communicated to you from time to time.

- As “*Individual*” for ATCS, you agree to comply with its duties and the organization will expect to work with high standard of initiative, efficiency, economy, act of professionalism, honesty, discipline and integrity, as well as high moral and ethical standards in the performance of “*Individual*”’s obligations and in all business relationship with others.
- Neither receive nor offer or make, directly or indirectly, any illegal payments, remuneration, gifts, donations, or comparable benefits which are intended to or perceived to obtain business or uncompetitive favors for the conduct of ATCS.
- “*Individual*” agrees not to divulge with any unauthorized person by the word of mouth or otherwise, any confidential information of ATCS or its clients or affiliates etc. including the details of organization processes, technical know-how, security arrangements, financial data or information, administrative or organization matters, which may be your privilege to know by the virtue of being our “*Individual*” during the period of *Individual*’s service or even after the completion of tenure. It is *Individual*’s prime responsibility to keep such information confidential even after termination or cancellation of employment.

I agree to all the terms and conditions laid out in the document.

Name: Manvendra Singh

Signature: *manvendra singh* Date: 11-7-2022

Enclosures:

- Annexure – A (Salary Structure)
- Annexure – B (List of Documents)
- Annexure – C (Terms & Conditions of Employment)
- Annexure – D (Agreement for Non-Disclosure of Confidential Information, Non-Solicitation & Non-compete)



APPOINTMENT LETTER

January 23, 2022

Dear Naman Jain,

Welcome to Wipro Limited (Company/Wipro) and congratulations on your appointment as **Project Engineer**. The terms of your employment with the Company is listed below. Please be informed that the terms may be modified pursuant to changes in the Company policy updated from time to time.

1. Appointment Details:

- a. The date of appointment is effective from the date of joining, unless otherwise communicated in writing by the Company.
- b. You will be on probation for a period of 12 months from the date of your appointment. On completion of the probation period, your appointment shall be confirmed at the discretion of the Company based on your performance and other criteria as applicable to your band and stream. Unless confirmation is communicated in writing, your probation period shall be deemed to have been extended.
- c. The retirement age is 58 years.
- d. You may be transferred to any other location, department, function, establishment, or branch of the Company or subsidiary, associate or affiliate company, in such capacity as the Company may from time to time determine. In such a case, you will be governed by the terms and conditions of service applicable to the new assignment including compensation, working hours, holidays, leave, people policies, etc.
- e. We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.
- f. This offer of appointment is subject to your successful completion of all curricular requirements as laid down by the University/Institution for award of the degree/diploma and the requirements, including aggregate, specified by the Company for your role, and any other criteria specified by the Company in terms of your educational qualifications on/before the date of appointment.
- g. The copy of this letter duly signed by you, has to be mandatorily submitted on the date of joining,

2. Compensation:

You will be eligible for:

- a. Compensation and benefits in accordance with Annexure III - Salary Offer Sheet.
- b. Variable Pay - The details of this component are listed in Annexure VI. The Variable Pay program may be changed or modified in part or full thereof from time to time, at the sole discretion of the Company.
- c. Other compensation and benefits in accordance with Company policy as modified and intimated to you from time to time.
- d. Your salary will be reviewed periodically as per Company policy.

- e. Changes in your compensation are at the Company's discretion and will be subject to and on the basis of your effective performance and the performance results of the Company during your period of employment and other relevant criteria.

3. Other Benefits:

You will also be eligible for:

- a. Leave, holidays and working hours as applicable to your stream and location of posting.
- b. Perquisites, if any, as applicable to your band and stream and / or based on functional requirements as determined by the Company.
- c. Participation in the Company's Provident Fund Scheme (PF) as per the policies applicable to your band and stream.
- d. Leave Travel Assistance (LTA) as per the Company's policy.
- e. Wipro Medical Assistance Scheme (MAS) provided you are not covered under the purview of the ESI Act.
- f. Employee Benefits Program sponsored and administered by the Company for management employees, comprising of pension plan or gratuity plan, survivor benefit plan and industrial injury benefits.
- g. Please refer to the detailed policies in the Company's intranet portal i.e. mywipro.wipro.com

4. Responsibilities:

- a. In view of your position and office, you would be expected to perform all responsibilities effectively, diligently and to the best of your ability and ensure results. There may be times when you will be expected to work extra hours to achieve the above when the job so requires. At all times, you are required not to engage in activities that have or will have an adverse impact on the reputation / image and business of the Company, whether directly or indirectly.
- b. You may be required to undertake travel for business purposes for which you will be eligible for reimbursement of travel expenses as per the Company policy applicable to you.
- c. We are committed to ensure 'Integrity' in all aspects of the Company's functioning. You are expected to comply with all the applicable policies of the Company including the Code of Business Conduct and Ethics ('Policies') as they form an integral part of the terms of your employment with Wipro. Consequently, you are required to understand the scope and intent behind these policies and to comply with the same. These Policies are updated / modified on a periodic basis and new policies may be introduced and notified to employees from time to time and you will be required to comply with the same.
- d. Consistent with (c) above, any matter or situation or incident that may arise that could potentially result, or has resulted, in any violation of the Policies or the terms of your employment, shall immediately be brought to the notice of your Business Unit Head and appropriate disciplinary action will be initiated.

5. Conflict of Interest:

- a. You are required to engage yourself exclusively in the work assigned by Wipro and you shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of your Business Unit Head.
- b. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- c. The Conflict of Interest Policy also refers to the need on your part, during your employment and for a period of one year from the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - i. Any employee of the Company to terminate their employment with the Company or to accept employment with any competitor, supplier or any customer with whom you have a connection

pursuant to your employment with the Company.

- ii. Any customer or vendor of the Company to move his existing business with the Company to a third party or to terminate his business relationship with the Company.
- iii. Any existing employee to become associated with, or perform services of any type for any third party.

- d. In case of any conflict or doubt, please discuss the matter with your Business Unit Head, to understand the Company's position on this and resolve the conflict.

6. Confidentiality:

- a. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of the Company. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of the Company, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by the Company and in the course of your employment. This covenant shall endure during your employment and beyond the cessation of your employment with the Company (irrespective of the circumstances of, or the reasons for, the cessation).
- b. In your work for Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for the Company.

7. Assignment of Intellectual Property

In connection with your employment and during the term of your employment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including, without limitation, legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

8. Non-Compete

In the course of your employment with the Company you will be providing services to customers or clients of the Company during which process you will be handling sensitive information including but not limited to key customers of the Company, competitor information, customer sensitive information ('Confidential Information'). You acknowledge and recognize that Confidential Information available to you, if leaked, would cause irreparable harm to the Company and its protection is of utmost importance to the Company. You confirm that for a period of six (6) months after separation of your employment from the Company (irrespective of the circumstances of or the reason for the separation), you will not accept any offer of employment from a customer or client with whom you have interacted or worked in a professional capacity representing the Company during the six (6) months preceding the date of separation.

9. General:

This offer of appointment is subject to the precondition that you have not provided us with any false declaration and/or documentation or willfully suppressed any material information. If at any point of time, it is brought to our notice that you have submitted fabricated documentation or made false representation or willfully suppressed material information, you shall be liable to be removed from service with immediate effect and the Company reserves its right to initiate appropriate action as per applicable policy and /or enforce remedies available to us under law.

Please note that you are required to inform us if there are any agreements, oral or written, which you have entered into and which may relate to or affect your commitments under this employment contract.

- a. You acknowledge that you have understood the terms of this employment contract and that you are aware that the specific performance of the terms of this employment contract may be enforced legally, if required. In this connection, if any of the provisions of this letter of appointment are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- b. These employment terms supersede and replace any existing agreement or understanding, if any, between the Company and you on the same subject matter.

- c. You warrant that you are not prevented by any court or by any other administrative or judicial authority or order from providing the services required under this employment contract. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- d. Your appointment shall be treated as withdrawn in case:
- i. You have not scored minimum aggregate marks of 60% in your 10th Standard or equivalent education.
 - ii. You have not scored minimum aggregate marks of 60% in your 12th Standard or equivalent education.
 - iii. For Graduates: You have not scored minimum aggregate marks of 60% in your graduation.
 - iv. For Post Graduates: You have not scored minimum aggregate marks of 60% in your graduation and 60% in post-graduation.
 - v. You have any pending backlogs/ arrears on the date of appointment.

Please note that at any stage, whether during your online test and/or interview process or upon joining the Company, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, the Company shall withdraw or revoke the offer with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

10. Training Agreement:

As part of your smooth transition from campus to corporate, the Company shall be providing you extensive training through learning interventions from the time of your selection to on-boarding. You shall be provided an opportunity to learn in Pre-Joining programs, Self-directed learning modules, MOOCs, in-classroom learning, on-the-job training, Top Gear modules, and / or customer specific tools and technology learning. Through this extensive training the Company makes significant investment for your project readiness and successful journey in the projects. In consideration of the Company reposing confidence in you and providing you with the opportunity to undergo the training as detailed above and in consideration of the company bearing all the costs in connection with the training besides paying you normal salary and benefits, you solemnly agree to complete the training and continue your employment with the company for a period of **at least** 12 months commencing from the date of your joining. In case you choose to leave the Company before the expiration of the said period or if your services are terminated before the expiration of the said period, for any reason whatsoever, you shall **be liable to** pay to the Company liquidated damages of up to Rs. 75,000/- (Rupees Seventy Five Thousand only) in the manner defined in the training agreement, signed by you with the Company.

11. Notice Period & Termination:

Your employment with the Company shall be terminable, without reasons, by either party giving one-month notice during probationary period and three months' notice on confirmation. The Company reserves the right to pay or recover salary in lieu of notice period. Further, the Company may at its discretion relieve you from such date as it may deem fit even prior to the expiry of the notice period. However, if the Company desires you to continue the employment during the notice period you shall do so. Notice period and termination of employment contract shall be governed by the applicable internal policies of the Company as updated from time to time.

On acceptance of separation notice, you will immediately hand over to the Company before you are relieved, all correspondence, specifications, formulae, books, documents, cost data, market data, literature, drawings, effects and comply with all the relieving formalities required by the Company. Further, you shall not make or retain any copies of these items.

12. Pre Joining Program (PJP):

During the time period between your offer and onboarding, the Company will provide you an online, self-directed learning opportunity through a Pre Joining Program(PJP). You will be given a specific technology track to learn and we urge you to utilize this opportunity to gain hands-on experience so as to enable you to obtain a suitable project.

Please confirm that the above terms and conditions are acceptable to you and that you accept the appointment by submitting a signed copy of this letter of appointment with your original signature on the date of joining.

Yours sincerely,
For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the employment on the terms and conditions herein.

I shall be reporting for duty on

ANNEXURE I

DECLARATION ON CONFLICT OF INTEREST

Wipro Limited has adopted a conflict of interest policy in respect of its employees. This policy is intended to avoid conflict between the personal interest of an employee and the interest of the company in dealings with suppliers, customers and all other organizations or individuals doing or seeking to do business with the company.

Noted below are a few examples of conflict of interest:

- a. For an employee or any dependent member of his family to have an interest in any organization, which has business dealings with the company where there is an opportunity for preferential treatment to be given or received, except where such an interest comprises of securities in widely held corporations which are quoted and sold in the open market or the interest is not material.
- b. For an employee or any dependent member of his family to buy, sell or lease any kind of property, facilities or equipment from or to the company or any affiliate or to any company, firm or individual who is or is seeking to become a contractor, supplier or customer, except with the knowledge and consent of top management.
- c. For an employee to serve as an officer, director or in any other management capacity or as a consultant of another company or organization doing or seeking to do business with the company or an affiliate except with the knowledge and consent of top management.
- d. For an employee to use or release to a third party any data on decisions, plans, competitive bids or any other information concerning the company, which might be prejudicial to the interest of the company.
- e. For an employee or any dependent member of his family to accept commission, a share in profits or other payments, loans (other than with established banking or financial institutions), services excessive entertainment and travel or gifts of more than nominal value from any individual or organization doing or seeking to do business with the company.

I have read the above mentioned 'Conflict of Interest' policy and I declare that there is no 'Conflict of Interest' in my employment. If in future any conflict arises, I will immediately inform my supervisor and notify the top management.

Compliance to Company's Code of Conduct to Regulate, Monitor and Report Trading (Code) by Insiders

Insider Trading is prohibited by both Law as well as by Wipro Limited's (hereinafter to as the "Company") internal policy. Insider trading generally involves the act of subscribing/buying/ selling or dealing in the Company's Securities, while in possession of any Unpublished Price Sensitive Information (hereinafter referred to as "UPSI") about the Company. It also involves disclosing or procuring any UPSI about the Company to/from others who could subscribe or buy or sell or deal in the Company's Securities.

As an employee of the Company you are considered as an Insider and accordingly advised as below:

1. Trading when in possession of UPSI: Employees are strictly prohibited from trading in the Securities of the Company

when in possession of UPSI concerning the Company. Trading in securities of the Company is also prohibited for certain designated employees when the trading window is closed. For details please contact: polycycleclearinghouse@wipro.com.

2. Communication or procurement of Unpublished Price Sensitive Information (UPSI): Employee shall seek, communicate, provide or allow access to "UPSI of the Company to others only for legitimate purposes, performance of duties and discharge of legal obligations and strictly on a need to know basis. Employees are strictly prohibited from the following:

- a. Counseling or disclosing or communicating UPSI to any other person including spouse and/or relatives, except on a need to know basis.
- b. Counseling as well as expressing opinions or making any recommendations to any person on the Securities of the Company when in possession of any UPSI.
- c. Unauthorized disclosure or communication of UPSI.
- d. Procuring any UPSI from others

3. Individual and Personal Responsibility: As per the Code, Company can take appropriate actions like wage freeze, suspension, termination of employment on employees involved in Insider Trading. Insider trading also attracts severe civil and criminal penalties not only on the Insider but also on the Company in certain circumstances. The penalties levied on the employee will not be borne by the Company and the employee individually is responsible.

4. Disclosure requirements: Every employee of the Company and their Immediate Relatives shall disclose to the Company the number of securities acquired or disposed of within two trading days of the transaction if the value of the securities traded, whether in one transaction or a series of transactions over any calendar quarter, aggregates to a traded value in excess of ten lakh rupees. For more details on procedures and guidelines, employees are requested to refer the Company's Code of Conduct to Regulate, Monitor and Report Trading by Insiders. Or write to polycycleclearinghouse@wipro.com.

ANNEXURE II

PERSONAL INFORMATION AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000

I Naman Jain, confirm that I am voluntarily sharing my Personal Information including documents with Wipro Limited ('Wipro') for the following purposes:

- a. validating my Curriculum Vitae and retaining records on the same for any future reference/verification;
- b. processing my job application including background verification checks;
- c. employment-related actions including record keeping, processing compensation and benefits and any action required in the context of my employment with Wipro.

In this context, I also agree to the retention of such Personal Information including documents by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information including documents, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE III

SALARY OFFER SHEET

Name: Naman Jain

Position: Project Engineer

Career Group: TRB - II

You shall receive salary as detailed below.

COMPONENT	AMOUNT (INR)
Basic	11,670
HRA	5,835
Bonus	2,334
Wipro Benefits Plan (WBP)	4,849
Total Fixed Cash	24,688
PF (Employer Contribution)	1,800
Gratuity (5.31% of Basic)	620
Total Fixed Compensation	27,108
Other Compensation Benefits	
Health benefit (Medical)	600
Variable Pay	
Target Variable Pay	1,459
Target Cost to Company per month	29,167
Total Cost to Company per annum	3,50,004

*Notional sum indicating contribution of 5.31 % of your basic towards provision of Gratuity. Employees will be eligible for payment of gratuity as per the Wipro Policy for the same.

Apart from the standard salary components, **Project Engineers** are also entitled to the following unique **Company Benefits** to help you manage during exigency.

- Onetime Interest free loan of Rs. 20,000/- towards housing deposits or towards purchase of a two wheeler
- Onetime Interest free contingency loan of lesser of Rs. 50,000/- and 2 months gross towards housing deposits or illness, death in immediate family or self-marriage
- Medical assistance of Rs.15,000 per annum for employees who are not covered under the ESI scheme.
- Medical Insurance Coverage up to Rs 2lac per annum.

ANNEXURE – IV

Bonus Details

In addition to the above-mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of 6 months	25000
End of 18 months	25000 - 75000
End of Year 2	50,000 - 1,00,000
End of Year 3	2,00,000- 2,50,000

Please note the terms and conditions:

I. The special bonus is subject to:

- a. you being "active" in the services of the company through to retention date as applicable
- b. your employment has not been terminated for poor performance or for cause prior to retention date
- c. you have not resigned voluntarily or abandoned your job as of the retention date

II. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

III. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 4 tranches of bonus payouts

IV. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

V. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

VI. You shall keep the contents of this letter confidential

ANNEXURE – V

I hereby confirm that I shall submit the required academic certificates including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my employment is subject to my aggregate meeting the Company's eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for immediate termination of my employment with the Company.

ANNEXURE – VI

Variable Pay - A BRIEF OVERVIEW

Variable Pay Policy Summary & Computation:

Variable Pay is a variable component in your salary stack which would be paid out on a quarterly basis. It would be linked to the following parameters:

For employees joining in billable roles, variable pay will be linked to Individual billability, i.e. the number of days employee is billed in a quarter. This factor is applicable only for employees joining in billable roles in Bands Team Rainbow, A1, A2, A3, B1, B2 and B3 and who have variable pay as part of their salary stack.

For employees joining in above Bands in Support roles and central functions, and who have variable pay as part of their salary stack, variable pay will be linked to company's financial parameters. Financial metrics is linked based on specific role for each employee in each quarter, as per the respective financial year policy.

The Variable Pay program may be changed / altered or modified in part or full thereof from time to time, at the sole

discretion of the management. It is mandatory for you to complete the quarter for which the Variable Pay applies i.e. you should be on the rolls of the Company on the last working day of the quarter to be eligible for payout under the program.

The detailed policy will be made available on myWipro->myPolicies->Common Policies Across Countries->my Financials->Variable Pay Policy FY 2022-23.

SOME ADDITIONAL INFORMATION ON THE SALARY OFFER

Basic, Additional Allowance and Bonus

This are fixed monthly components of your salary and are taxable. They do not vary every month, and are fixed for a particular period.

House Rental Allowance:

HRA is given to the extent of 50% of your Basic. HRA exemption is applicable as per IT rules on submission of rent receipts.

Wipro Benefit Plan (WBP):

Wipro Benefits Plan (WBP) is basket of various allowances/ expenses considered for Income Tax exemption. Under WBP, you will be granted Leave Travel Allowance and Education Allowance. Benefits regarding the use of Telephone/Mobile phone, Non-transferable Meal card can also be availed under the Plan. The actual expenses incurred towards these components are eligible for exemption as per the prescribed Income Tax rules applicable. Thus, you will be subjected to tax for the portion of the allowances that is not exempt. The Income Tax exemption for benefits availed are subject to submission of proofs or other conditions as may be prescribed in this policy. Wipro will grant a Group Allowance, which will be computed after reducing the aggregate cost of allowances/benefits availed under WBP and related recovery of Perquisite Tax and associated charges. Following are your WBP Entitlements:

1. Leave Travel Allowance:

New employees are eligible for LTA provided leave is taken as per the rules of Wipro. For details on Income Tax exemption please refer to [myWipro](#) on joining. The maximum LTA that can be considered for IT exemption is Rs 50,000.

2. Telephone/Mobile Phone Allowances:

The amounts paid by you towards telephone rentals (both landline and mobile) rentals are also towards broadband/ modem hub/ routers/ GPRS etc. for internet usage plans are eligible for IT exception up to Rs. 19,800 per annum under WBP as per prescribed limit in the policy. No expenses in respect of rentals or other charges for pre-paid connections will be eligible under this head.

3. Non-transferable Meal card:

An amount of Rs. 1100 / 2,750 per month towards purchase of Non-Transferable Meal card is eligible for IT exemption under WBP.

4. Education Allowance:

An amount of Rs.100 (additional 300 in case of child in hostel) per child per month up to a maximum of 2 children is eligible for IT exemption under WBP.

5. New Pension System:

You can contribute between 5% up to 10% of your Basic towards NPS and declare it under WBP. This will be over and above Sec 80C investments.

Retirement Benefits:

It consists of:

- a. **Provident fund**- Where basic is higher than INR 15,000- 12% of your Basic towards Provident Fund. In cases where basic is lower than INR 15,000- Minimum of 12% of (Basic + WBP + Additional (Where applicable) or INR 1800 pm
- b. Notional sum indicating contribution of 5.31 % of your basic towards provision for gratuity.

Employees will be eligible for payment of gratuity as per the Wipro policy on the same.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- a. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month salary. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- b. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- a. You would be entitled for Rs.1000 per day for 8 days (total amount of Rs.8,000) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month salary and you would not need to submit bills towards usage of this amount.
- b. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:
 - i. Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- c. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- d. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

SUMMARY SOCIAL SECURITY & OTHER BENEFITS*

Medical

1. **Medical Assistance Program (MAS)**:** This is a medical scheme covering you, your spouse and your children to the extent of Rs.15000 per annum. **This scheme is not applicable for employees covered under the Employee State Insurance Act (ESI).** This limit will be prorated based on your joining and exiting months in a financial year. The amount mentioned as Medical allowance in your salary stack is a notional figure and it indicates average outflow per month and per employee towards MAS. Medical is a reimbursable amount, i.e., it will be paid at actuals on making a claim.
2. **Mediclaim:** You are eligible for a floater coverage of Rs 2,00,000 per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly payroll depending on your marital/family status towards the base sum insured premium, 10% of the claim amount has to be borne by you.

If you wish to enhance the coverage, Top up cover options are also available for a highly negotiated premium.

More details on the policy are available on My Policies Section in myWipro which is accessible on joining.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

3. Annual Health check: Company paid Annual health check-up program is available for employees above 40 years of age.

Gratuity Benefit**: Up to Rs. 20,00,000

This provides you a lump sum benefit up to a maximum of INR 20 LPA to be calculated and payable as per applicable laws.

Survivor Benefit Pension Program**:

The Survivor Benefit Plan's objective is to provide a monthly income to the surviving spouse and children of an employee, in the unfortunate event of death while in service. The pension payable is based on last drawn basic salary at the time of death, number of years till retirement, number and age of surviving members.

E.g. If an employee is in Grade B3 with basic of Rs. 15,000 per month and the remaining period before retirement at time of his death is 20 years and he has a surviving spouse and two eligible children, the supplementary Pension payable per month would be as follows: Basic * No of years to Retirement * Grade Factor * % based on number and age of surviving members.

I.e. $15,000 \times 20 \times 2.7\% \times 80\% = \text{Rs. } 6,480$ per month as supplementary pension payable. *Grade Factor is a band specific predefined pension Accrual rate.

Loans:

Interest Free Loan: An interest free loan of Rs. 20,000 as per policy is available to facilitate your settling down. The amount is primarily intended to cover housing deposit/assistance towards purchase of two wheeler. This is recovered in 10 equal installments.

Contingency Loan: An Interest free contingency loan of Rs. 50,000 or two months monthly gross whichever is lower as per policy can be availed in case of contingency. This would be recovered in 20 equal installments. Any loan taken above Rs. 20,000 will be liable to tax on the notional interest cost as per CBDT rules.

** These benefits are subject to the terms and conditions of the company policy and cannot be converted to fixed cash.

1. Your Life and Accident Cover :

- Group Personal Accident Insurance (GPAI) Program: Rs. 12,00,000 Through GPAI you are covered by way of round-the-clock risk coverage against any accidents occurring while at work or outside of work resulting in partial or total disablement or casualty. Employees can also get an extra coverage for a nominal and highly negotiated premium.
- Group Term Life Insurance: Rs. 14, 00,000 in the unfortunate event of death on account of either accidents or natural causes, your surviving family members would be eligible for an insurance cover under this policy. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). Employees can also get an extra coverage for a nominal and highly negotiated premium.

Please note: More details on the above mentioned policies are available on My Policies Section in My Wipro accessible on joining. Access through My Wipro -> My Policies -> India > My Financials -> Group Life Insurance/ Personal Accident

The policies mentioned here are policies of the Company as on date, this is subject to change in future as per policies of the Company from time to time.

2. Voluntary Superannuation Policy (VSS)

Wipro Voluntary Superannuation Plan offers an easy and convenient way to help you lead a happy and tension free life by planning your retirement. Starting contribution to pension plan at an early age gives you enough time to contribute towards building your retirement corpus and leverage the compounding interest earned by the corpus year on year. You

simply have to choose the scheme that suits your investment horizon and risk tolerance.

A voluntary defined contribution Plan wherein you will have an option to enroll and choose your Pension Service Provider (PSP) within 30 days from the date of joining the company.

We currently have tie-ups with two leading PSPs to manage the superannuation funds. LIC & ICICI offer a superannuation scheme which offers interest on accumulated balance every year. ICICI Prudential also has an Unit Linked Superannuation scheme which offers you a market linked return, range of fund options to suit your risk appetite & transparent fund management.

The enrollment option can be exercised only once in the service with the organization and cannot be reversed once made. VSS enrollment window period will, also, be available once every financial year. The Company, on behalf of the member employee, shall contribute 15% of basic salary, towards the scheme selected by the member. In case 15% of basic exceeds Rs.1,50,000 per annum, member employee will have an option to restrict the contribution to Rs.1,50,000 per annum to avoid perquisite tax (perquisite tax is applicable on contributions exceeding Rs.1,50,000 every year).

Annual pension contribution amount is re-adjusted from fixed cash component and will reflect under 'Pension' component in the salary stack of the enrolled member. The accumulated contribution amount and the interest earned (or the corpus) can be utilized to avail the retirement benefits.

For further clarity, please refer the Policy on My Wipro -> My Information Sources > India -> My Financials-> Deferred Benefits-> Voluntary Superannuation Scheme. After reviewing the related documents if you wish to enroll into VSS, please log onto My Wipro-> My data->My Financials-> Pension, and exercise the option within 30 days of joining the Company. In case you miss enrolling into VSS in this window period, you can do the same in the window period that is available for all employees once every financial year.

☒ Accept☐ Decline☒ **Signature** Naman Jain 23/1/2022 4:47 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited****T** :+91 (80) 2844 0011Doddakannelli **F** :+91 (80) 2844 0054Sarjapur
Road**E** :info@wipro.comBengaluru
560 035**W** :wipro.com

India

C :L32102KA1945PLC020800

22998123

Date- 12th February 2021

Subject: Joining letter for Internship

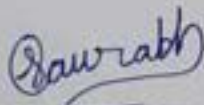
Dear Ms. Dhanshree,

I am pleased to inform you that your internship with DIS Architects has been confirmed.

As agreed, your internship period of four months will commence from 12th February 2021 – 12th June 2021 and your work timings will be 10:30 am to 6:30 pm, Monday to Saturday.

You will be doing your internship under supervision of Mr. Saurabh Choudhary.

If you have further queries about your internship, you may contact us. We wish you the best of luck for your internship with our firm.



SAURABH CHOUDHARY

For DIS

Partner

B- 41, Parth Sarthi Apartment, Hem Marg, Sundar Bhandari Nagar, Swej Farm,
Jaipur (Raj)

Contact: + 91 93515-84837 | +91 98296-88788

✉ info@disarchitects.com | www.disarchitects.com

EXPERIENCE CERTIFICATE

[Date: 12th June 2021]

This certificate is presented to

Ms. Dhanshree Dani

For the experience she gained in our firm. As the Head of the company DIS Architects, I hereby testify that Ms. Dhanshree Dani has worked in our company from 12th February 2021 to 12th June 2021 for 4 months and has gained experience in the field.

During this time, we found her to be professional, intellectual, hardworking, keen learner and loyal towards her duties and responsibilities. Moreover, her work has been found satisfactory.

It was a great pleasure working with Ms. Dhanshree Dani for her employment duration and she proved herself as a very good asset for the firm.

We wish every success in her future endeavors.

Signature: _____

Name: _____

Saurabh Chaudhary

For DIS

Partner

Stamp/ Seal of the firm

DIS ARCHITECTS

B- 41, Parth Sarthi Apartment, Hem Marg, Sundar Bhandari Nagar, Swej Farm,
Jaipur (Raj)

Contact: + 91 93515-84837 | +91 98296-88788

✉ info@disarchitects.com | 🌐 www.disarchitects.com

• THE GALLERY OF
DESIGN

140, Krishana Vihar opp.clc Coaching, Travani Nagar
Jaipur (Raj) 302018 M- 73012-34504



Sonal Vyas,

In reference to your application we would like to congratulate you on being selected for an internship with THE GALLERY OF DESIGN based at Triveni nagar, Jaipur. Your training is scheduled to start effectively from 05 Feb 2021.

As such, your internship will include training/orientation and focus primarily on learning and developing new skills and gaining a deeper understanding of concepts through hands-on application of the knowledge you learned in class.

The terms of engagement are as follows:

1. Reporting time : 11:00 AM (5 days a week) (Monday - Friday)
2. Period of engagement : 5 months

Again, congratulations and we look forward to working with you.

Yours sincerely

The gallery of design.

Vivek Saini

Vivek Saini
Director



www.thegalleryofdesign.com

gd.interiors74@gmail.com

TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Sonal Vyas** has done her internship in Interior Designer at **The Gallery of Design**, Jaipur, from 05-Feb-2021 to 15-Jun-2021.

During her internship she has demonstrated her skills with self-motivation to learn new skills. Her performance exceeded our expectations and she was able to complete the project on time.

We wish her all the best for her upcoming career.

For The Gallery of Design

Vivek S
Vivek Saini
Director



www.thegalleryofdesign.com

gd.interiors74@gmail.com

Date: 02/01/2021

LTR NO: - HI/20-21/019

Offer Letter

Ms. Sanskriti Gupta
264/104, Sec-26, Pratap Nager
Jaipur (Raj.)

We are pleased to inform you that you have been selected for Architectural training in our organization. You will be placed in the appropriate band/responsibility level of the company, and will be entitled to the stipend of Rs.3000/- per month. Your training period will be of 90 days.

Job Location:- Work form home

For Horizon Infradesigns Pvt. Ltd.



Authorized Signatory

H O R I Z O N I N F R A D E S I G N S P V T . L T D

Corporate Address: 21- B, First Floor, Vasundhara Colony, Tonk Road, Jaipur (Raj) - 302018

Phone Number : 0141-2700862, 2712154, info@hidpl.in, www.hidpl.in

Date: - 02/06/2021

To Whomsoever It May Concern

This is to certify that **Ms. Sanskriti Gupta** has worked as Architectural Trainee with us from **04/01/2021 to 24/05/2021 (Total 140 days)**.

During her tenure with us, we found her to be diligent and hard working and we wish her all the best in her future endeavors.

For Horizon Infradesigns Pvt. Ltd.



Authorised Signatory

HORIZON INFRADESIGNS PVT. LTD.

Address : 21-B, First Floor, Vasundhara Colony, Tonk Road, Jaipur (Raj.) - 302018

Contacts : 0141-2700862, 2702594, info@hidpl.in, www.hidpl.in



KAM'S DESIGNER ZONE

ARCHITECTS & INTERIOR DESIGNERS

Date: 25.01.2021

Name: Shivangi Kumar

SUB: Trainee Appointment Letter

With reference to conduct your interview and the discussion you had with the undersigned, we are pleased to appoint you as an intern in our organization, we from 25.01.2021, reporting to office Pune (Maharashtra).

Your employment commences from the date of your joining the services of this company on 25.01.2021.

As you are employed on a full-time basis, you will use whole of your time & attention to the business of our Company, complying with the rules & regulations in force and you will not in any way engage yourself in any other employment, business, agency or consultancy, directly or indirectly.

You will not divulge any information pertaining to the Company that may come to your knowledge by virtue of your position or nature of duties. You will not also undertake any direct or indirect business or work, honorary or otherwise without the company's express permission in writing.

Your services shall be terminated by the company on the grounds of sabotaging, gross negligence, indiscipline, insubordination or inefficiency.

Kindly return the duplicate of this letter duly signed as a token of acknowledgement of its receipt & confirmation of the above terms & conditions.

Mobile
+91 9007 10 2007 (MCA)
Cell
+91 94 50 2007 (MCA)
+91 90 30 60 2007 (MCA)
Email
info@kamdesignerzone.com
kam@kamdesignerzone.com
Web
www.kamdesignerzone.com
Address
Arun Park, Shop No. 6, 5th Floor,
Near Aditya Birla Hospital, Ghatnagar,
Thergate, Chinchwad, Pune - 411 032





KAM'S DESIGNER ZONE

ARCHITECTURE & INTERIOR DESIGNERS

Yours Sincerely,
For, your company name
conditions
KAM'S Designer Zone

I accept the above terms and condition

Owner name and signature with stamp
Ar. Kamal Joshi

Shivangi Kumar (your signature)

Stamp
19.1.2007 TO 2007 INDA
Stamp
1020-64-10, 2007 INDA
1020-30-62, 2007 INDA
Stamp
info@kamaladesigner.com
kamal@kamaladesigner.com
Stamp
www.kamaldesigner.com

Stamp
Ansh Park, Shop No. 6, S.No. 63/3,
Near Aditya Birla Hospital, Chhatrapati,
Thergate, Chinchwad, Pune - 411 033.





KAM'S DESIGNER ZONE

TO WHOMSOEVER IT MAY CONCERN

This to certify that Ms. Shivangi Kumar, Bachelors in Interior Design student, 6th semester, third year batch 2018-2022 from JECRC University, Jaipur, Rajasthan has successfully completed her training as a part of academic purpose in our firm from 25th January 2021 till 31st May 2021 at KAM'S DESIGNER ZONE,

Her internship activity included learning of softwares, site visits, and processes related to Interior architecture.

During her tenure at this firm, she was found to be sincere, hardworking, creative and meticulous about her work. We appreciate her enthusiasm & dedication towards the work assigned to her.

We wish her every success in life and career.



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LACOCINA INTERIORS .COM

ROOM NO 51A/C-3, PULIKAL TREDE, CENTER M .C .ROAD

NAGAMPADOM, KOTTAYAM PIN 686006 PH 7907036190

EMAIL – lacocinainteriors.com .Web- lacocinainteriors.com

JOINING LETTER

This is certify that Ms. Janet Johnson has joined our firm
Lacocina Interiors on 3rd February 2021, for a period of six months
Internship.

LACOCINA INTERIORS.COM
51A/C3, PULICKAL TRADE CENTRE
M. C. ROAD, NAGAMPADAM
KOTTAYAM-686 006, KERALA,

PLACE –KOTTAYAM

DATE -22.01.2021

MANAGING DIRECTOR


LACOCINA INTERIORS

LACOCINA INTERIORS .COM

ROOM NO 51A/C-3, PULIKAL TREDE, CENTER M .C .ROAD

NAGAMPADOM, KOTTAYAM PIN 686006 PH 7907036190

EMAIL – lacocinainteriors.com .Web- lacocinainteriors.com

EXPERIENCE CERTIFICATE

This is to certify that Ms JANET JOHNSON of Third year B. Design Interior Designing student of School of Design, JECRC University, Jaipur has worked at our firm as a trainee from February 2021 to June 2021 which forms a part of academic curriculum (Practical Training) at Third Year B.Des. During this period the details of the work done by the trainee-student is furnished in this Work – Diary & her work is found satisfactory.

For Lacocina Interiors.com

Signature _____

Roy Antony
Proprietor

NAME: ROY . ANTONY

Stamp / Seal of the Firm

EMPLOYER FIRM / ORGANIZATION

• ADDRESS •

LACOCINA INTERIORS.COM
51A/C3, PULICKAL TRADE CENTRE
M. C. ROAD, NAGAMPADAM
KOTTAYAM-686 006, KERALA,

INTERNSHIP WITH MIX-DESIGN (15 JAN – 15 MAR 2021)

MIX-DESIGN

ARCHITECTURE | INTERIOR | LANDSCAPE

web
email
mob

www.mix-design.in
info@mix-design.in
+91 979 888 000 2
+91 981 807 990 9

INTERNSHIP CONFIRMATION LETTER

To Whom it may Concern

07th Day of JANUARY, 2021

Student name: **AARZOO KHANDEL**
College: **JECRC UNIVERSITY**
Course: **B.DES INTERIOR DESIGN**


Dear AARZOO,

I am pleased to confirm your acceptance of an internship position as trainee
INTERIOR DESIGNER at MIX-Design for a placement under the university
programme.

From 15TH JANUARY, 2021 till 15TH JULY, 2021

Department: INTERIOR Intern

Duration of internship : 6 months



Ar. Sonal Shandilya (CA/2012/57351)

T: +91 9798880002 E: sos@mix-design.in
PLOT 72, SEC 27, PRADHIKARAN- NIGDI
PIMPRI CHINCHWAD, MAHARASTRA -411044

Date: 15.03.21

CERTIFICATE

This is to certify that Miss. Aarzoo Khandel student of JECRC University, Jaipur completed her practical training from 15th January 2021-to 15 march 2021, in our firm. She worked under the direction of Ar. Mr. Sonal Shandilya from and now is being diminished from his office as a trained resource of our association. During her residency she has been given preparing in Interior Designing, working drawings and SketchUp 3D. She has inclination towards learning, and tracked down her earnest and constant towards her work. She was discovered to be persevering, trained and an inspired colleague with a genuine standpoint towards her work obligations. She has substantiated herself an important asset to our firm and most likely going to be probably the best result of your organization. We want her to enjoy all that life has to offer for her future undertakings.

Principal Architect
Mr. Sonal Shandilya

INTERNSHIP WITH CASTLE VENTURES ACE (15 APRIL – 15 JULY 2021)



INTERNSHIP CONFIRMATION LETTER

To whomsoever it may concern

13th Day of APRIL, 2021

Student name: **AARZOO KHANDEL**
College: **JECRC University, Jaipur**
Course: **B.des Interior Design**

Dear AARZOO,

I am pleased to confirm your acceptance of an internship position as trainee INTERIOR DESIGNER at MIX-Design for a placement under the university programme.

From 15th April, 2021 till 15 July, 2021

Department: **INTERIOR DESIGN**

Duration of internship : 2 months



Mr. Dharni Kumar



Date-18-07-21

CERTIFICATE

Name - Aarzoo Khandel

Course - B.des interior design

University - JECRC University

This is to certify that Aarzoo khandel, pursuing her bachelors from JECRC University, Jaipur has successfully completed internship at Castle Ventures ACE, from 15th April 2021 until 15 July 2021.

We found her sincere, hardworking, technically sound and result oriented. She worked well as part of a team during his/her tenure. We take this opportunity to thank her and wish her all the best for her future.

From 15th April, 2021 till 15 July, 2021

Department: INTERIOR DESIGN

Duration of internship : 2 months



Mr. Dharni Kumar

LINE FINANCIAL - A PUBLIC BENEFIT CORPORATION

Jan 19th, 2023

Param Sharma

Re: Employment Terms

Dear Param:

LINE FINANCIAL, PBC (the “*Company*”) is pleased to offer you the position of Growth Marketing Analyst on the following terms.

You will be expected to perform the customary duties of your position and will report to Raman Gujral, Senior Product Manager. You will be placed out of Bengaluru, Karnataka, India and will be required to work in the Company’s offices in Bengaluru and San Francisco Bay Area from time to time. Of course, the Company may change your position, duties, and work location from time to time at its discretion.

During your employment, you will be eligible to participate in the standard benefits plans offered to similarly situated employees by the Company from time to time, subject to plan terms and generally applicable Company policies. A full description of these benefits is available upon request. Exempt employees may take a reasonable amount of time off with pay, as permitted by their duties and responsibilities, and as approved in advance by their supervisor. Exempt employees do not accrue vacation, and there is no set guideline as to how much vacation each employee will be permitted to take. Supervisors will approve paid vacation requests based on the employee’s progress on work goals or milestones, the status of projects, fairness to the working team, and the productivity and efficiency of the employee. Since vacation is not allotted or accrued, “unused” vacation time will not be carried over from one year to the next nor paid out upon termination. The Company may change compensation and benefits from time to time at its discretion.

Subject to approval by the Company’s Board of Directors (the “Board”), the Company proposes

paying you a base yearly salary of INR 5,00,000 with an annual performance bonus of INR 1,00,000 and granting you 2,000 employee stock options as determined by the Board as of the date of grant (the “Option”). The anticipated Option will be governed by the terms and conditions of the Company’s 2018 Stock Plan (the “Plan”) and your grant agreement, and the Option will include the following vesting schedule: 12/48ths of the total shares will vest on the one year anniversary of the vesting commencement date (your first working day), and 1/48th of the total shares will vest each month thereafter on the same day of the month as the vesting commencement date (or if there is no corresponding day, on the last day of the month), subject to your continuous Service (as defined in the Plan) as of each such date.

As a Company employee, you will be expected to abide by Company rules and policies. As a condition of employment, you must sign and comply with the attached Employee Confidential Information and Inventions Assignment Agreement which prohibits unauthorized use or disclosure of the Company’s proprietary information, among other obligations.

In your work for the Company, you will be expected not to use or disclose any confidential information,

including trade secrets, of any former employer or other person to whom you have an obligation of confidentiality. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You agree that you will not bring onto Company Param Sharmaises any unpublished documents or property belonging to any former employer or other person to whom you have an obligation of confidentiality. You hereby represent that you have disclosed to the Company any contract you have signed that may restrict your activities on behalf of the Company.

Normal business hours are from 8:30 a.m. to 5:30 p.m., Monday through Friday. As an exempt salaried employee, you will be expected to work additional hours as required by the nature of your work assignments.

Your employment with the Company is conditional on a probationary and notice period up to 90 days as determined by the company in relevant circumstances as they occur. Your employment status can only be modified in a written agreement signed by you and by an officer of the Company.

This offer is contingent upon a reference check, review of your current pay stub/s and satisfactory proof of your right to work in India. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions. Till this is completed the offer will not be considered as fully executed by the Company.

To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this Agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes (available upon request and also currently available at <http://www.jamsadr.com/rules-employment-arbitration/>). **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** You will have the right to be represented by legal counsel at any arbitration proceeding. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. The Company shall pay all JAMS arbitration fees in excess of the administrative fees that you would be required to pay if the dispute were decided in a court of law. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration.

This letter, together with your Employee Confidential Information and Inventions Assignment Agreement, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by an officer of the Company. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in

part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Please sign and date this letter, and the enclosed Employee Confidential Information and Inventions Assignment Agreement and return them to peopleops@useline.com by Jan 23rd, 2023 if you wish to accept employment at the Company under the terms described above. If you accept our offer, we would like you to start at the earliest mutually agreeable date and our preference is to start you immediately.

We look forward to your favorable reply and to a productive and enjoyable work relationship.


Sincerely,

LINE FINANCIAL, PBC

By: 
Akshay Sanjeevaiah Krishnaiah
President & CEO

Date 01 / 20 / 2023

Understood and Accepted:


Param Sharma

Date 01 / 20 / 2023

Attachment: Employee Confidential Information and Inventions Assignment Agreement

Line Financial - A Public Benefit Corporation

EMPLOYEE & CONTRACTOR CONFIDENTIAL INFORMATION AND

INVENTION ASSIGNMENT AGREEMENT

In consideration of my employment or continued employment by **LINE FINANCIAL - A PUBLIC BENEFIT CORPORATION**, its subsidiaries, parents, affiliates, successors and assigns (together “**Company**”), and the compensation paid to me now and during my employment with Company, I hereby enter into this Employee Confidential Information and Invention Assignment Agreement (the “**Agreement**”) and agree as follows:

1. Confidential Information Protections.

1.1 Recognition of Company’s Rights; Nondisclosure. I understand and acknowledge that my employment by Company creates a relationship of confidence and trust with respect to Company’s Confidential Information (as defined below) and that Company has a protectable interest therein. At all times during and after my employment, I will hold in confidence and will not disclose, use, lecture upon, or publish any of Company’s Confidential Information, except as such disclosure, use or publication may be required in connection with my work for Company, or unless an officer of Company expressly authorizes such disclosure. I will obtain Company’s written approval before publishing or submitting for publication any material (written, oral, or otherwise) that discloses and/or incorporates any Confidential Information. I hereby assign to Company any rights I may have or acquire in such Confidential Information and recognize that all Confidential Information will be the sole and exclusive property of Company and its assigns. I will take all reasonable precautions to prevent the inadvertent accidental disclosure of Confidential Information. Notwithstanding the foregoing, pursuant to 18 U.S.C. Section 1833(b), I will not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that: (1) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

1.2 Confidential Information. The term “**Confidential Information**” means any and all confidential knowledge, data or information of Company. By way of illustration but not limitation, “**Confidential Information**” includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, software in source or object code, data, programs, other works of authorship,

know-how, improvements, discoveries, developments, designs and techniques and any other proprietary technology and all Intellectual Property Rights (as defined below) therein (collectively, “**Inventions**”); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of Company and other non-public information relating to customers and potential customers; (d) information regarding any of Company’s business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of Company could use to the competitive disadvantage of Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which was known to me prior to my employment with Company or which is generally known in the trade or industry through no breach of this Agreement or other act or omission by me. Notwithstanding the foregoing or anything to the contrary in this Agreement or any other agreement between the Company and me, nothing in this Agreement will limit

my right to discuss my employment or report possible violations of law or regulation with the Equal Employment Opportunity Commission, United States Department of Labor, the National Labor Relations Board, the Securities and Exchange Commission, or other federal government agency or similar state or local agency or to discuss the terms and conditions of my employment with others to the extent expressly permitted by Section 7 of the National Labor Relations Act or to the extent that such disclosure is protected under the applicable provisions of law or regulation, including but not limited to “whistleblower” statutes or other similar provisions that protect such disclosure.

1.3 Third Party Information. I understand, in addition, that Company has received and in the future will receive from third parties their confidential and/or proprietary knowledge, data or information (“**Third Party Information**”) subject to a duty on Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of my employment and thereafter, I will hold Third Party Information in confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for Company) or use, except in connection with my work for Company, Third Party Information or unless expressly authorized by an officer of Company in writing.

1.4 Term of Nondisclosure Restrictions. I understand that Confidential Information and Third Party Information is never to be used or disclosed by me, as provided in this Section 1. If a temporal limitation on my obligation not to use or disclose such information is required under applicable law, and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and Company agrees that the two year period after the date my employment ends will be the temporal limitation relevant to the contested restriction; ***provided, however,*** that this sentence will not apply to trade secrets protected without temporal limitation under applicable law.

1.5 No Improper Use of Information of Prior Employers and Others . During my employment by Company, I will not improperly use or disclose confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. Assignments of Inventions.

2.1 Definitions. As used in this Agreement, the term “**Intellectual Property Rights**” means all trade secrets, Copyrights, trademarks, mask work rights, patents and other intellectual property rights recognized by the laws of any jurisdiction or country; the term “ **Copyright**” means the exclusive legal right to reproduce, perform, display, distribute and make derivative works of a work of authorship (as a literary, musical, or artistic work) recognized by the laws of any jurisdiction or country; and the term “**Moral Rights**” means all paternity, integrity, disclosure, withdrawal, special and any other similar rights recognized by the laws of any jurisdiction or country.

2.2 Excluded Inventions and Other Inventions. Attached hereto as **Exhibit A** is a list describing all existing Inventions, if any, (a) that are owned by me or in which I have an interest and were made or acquired by me prior to my date of first employment by Company, (b) that may relate to Company’s business or actual or demonstrably anticipated research or development, and (c) that are not to be assigned to Company (“ **Excluded Inventions**”). If no such list is attached, I represent and agree that it is because I have no Excluded Inventions. For purposes of this Agreement, “**Other Inventions**” means Inventions in which I have or may have an interest, as of the commencement of my employment or thereafter, other than Company Inventions (as defined below) and Excluded Inventions. I acknowledge and agree that if I use any Excluded Inventions or any Other Inventions in the scope of my employment, or if I include any Excluded Inventions or Other Inventions in any product or service of Company, or if my rights in any Excluded Inventions or Other Inventions may block or interfere with, or may otherwise be required for, the exercise by Company of any rights assigned to Company under this Agreement, I will immediately so notify Company in writing. Unless Company and I agree otherwise in writing as to particular Excluded Inventions or Other Inventions, I hereby grant to Company, in such circumstances (whether or not I give Company notice as required above), a non-exclusive, perpetual, transferable, fully-paid and royalty-free, irrevocable and worldwide license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make derivative works of, distribute, publicly perform, and publicly display in any form or medium, whether now known or later developed, make, have made, use, sell, import, offer for sale, and exercise any and all present or future rights in, such Excluded Inventions and Other Inventions. To the extent that any third parties have rights in any such Other Inventions, I hereby represent and warrant that such third party or parties have validly and irrevocably granted to me the right to grant the license stated above.

2.3 Assignment of Company Inventions . Inventions assigned to Company or to a third party as directed by Company pursuant to Section 2.6 are referred to in this Agreement as “*Company Inventions*.” Subject to Section 2.4 and except for Excluded Inventions set forth in **Exhibit A** and Other Inventions, I hereby assign to Company all my right, title, and interest in and to any and all Inventions (and all Intellectual Property Rights with respect thereto) made, conceived, reduced to practice, or learned by me, either alone or with others, during the period of my employment by Company. To the extent required by applicable Copyright laws, I agree to assign in the future (when any copyrightable Inventions are first fixed in a tangible medium of expression) my Copyright rights in and to such Inventions. Any assignment of Company Inventions (and all Intellectual Property Rights with respect thereto) hereunder includes an assignment of all Moral Rights. To the extent such Moral Rights cannot be assigned to Company and to the extent the following is allowed by the laws in any country where Moral Rights exist, I hereby unconditionally and irrevocably waive the enforcement of such Moral Rights, and all claims and causes of action of any kind against Company or related to Company’s customers, with respect to such rights. I further acknowledge and agree that neither my successors-in-interest nor legal heirs retain any Moral Rights in any Company Inventions (and any Intellectual Property Rights with respect thereto).

2.4 Unassigned or Non Assignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that is covered under California Labor Code section 2870(a) (the “*Specific Inventions Law*”) except for those Inventions that are covered by a contract between Company and the United States or any of its agencies that require full title to such patent or Invention to be in the United States.

2.5 Obligation to Keep Company Informed. During the period of my employment, I will promptly and fully disclose to the Company in writing all Inventions authored, conceived, or reduced to practice by me, either alone or jointly with others. At the time of each such disclosure, I will advise Company in writing of any Inventions that I believe fully qualify for protection under the provisions of the Specific Inventions Law; and I will at that time provide to Company in writing all evidence necessary to substantiate that belief. Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to Company pursuant to this Agreement relating to Inventions that qualify fully for protection under the Specific Inventions Law. I will preserve the confidentiality of any Invention

that does not fully qualify for protection under the Specific Inventions Law.

2.6 Government or Third Party . I agree that, as directed by Company, I will assign to a third party, including without limitation the United States, all my rights, title, and interest in and to any particular Company Invention.

2.7 Ownership of Work Product.

(a) I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my employment and which are protectable by Copyright are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101).

(b) I agree that Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of my employment, and I hereby irrevocably and unconditionally assign to Company all right, title, and interest worldwide in and to such work product. I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, except as necessary to perform services for the Company.

2.8 Enforcement of Intellectual Property Rights and Assistance. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Intellectual Property Rights and Moral Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Intellectual Property Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Intellectual Property Rights to Company or its designee, including the United States or any third party designated by Company. My obligation to assist Company with respect to Intellectual Property Rights relating to such Company Inventions in any and all countries will continue beyond the termination of my employment, but Company will compensate me at a reasonable rate after my termination for the time actually spent by me at Company’s request on such assistance. In the event Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in this paragraph, I hereby irrevocably designate and appoint Company and

its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and on my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by me. I hereby waive and quitclaim to Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Intellectual Property Rights assigned under this Agreement to Company.

2.9 Incorporation of Software Code. I agree that I will not incorporate into any Company software or otherwise deliver to Company any software code licensed under the GNU General Public License or Lesser General Public License or any other license that, by its terms, requires or conditions the use or distribution of such code on the disclosure, licensing, or distribution of any source code owned or licensed by Company **except** in strict compliance with Company's policies regarding the use of such software.

3. Records. I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that is required by Company) of all Confidential Information developed by me and all Company Inventions made by me during the period of my employment at Company, which records will be available to and remain the sole property of Company at all times.

4. Duty of Loyalty During Employment . I agree that during the period of my employment by Company, I will not, without Company's express written consent, directly or indirectly engage in any employment or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my employment by Company.

5. No Solicitation of Employees, Consultants or Contractors. I agree that during the period of my employment and for the one year period after the date my employment ends for any reason, including but not limited to voluntary termination by me or involuntary termination by Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of Company, solicit, induce, encourage, or participate in soliciting, inducing or encouraging any person known to me to be an employee, consultant, or independent contractor of Company to terminate his or her relationship with Company, even if I did not initiate the discussion or seek out the contact.

6. Reasonableness of Restrictions.

6.1 I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company's legitimate business interests. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it.

6.2 In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, I and Company agree that the court will read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

6.3 If the court declines to enforce this Agreement in the manner provided in subsection 6.2, Company and I agree that this Agreement will be automatically modified to provide Company with the maximum protection of its business interests allowed by law and I agree to be bound by this Agreement as modified.

7. No Conflicting Agreement or Obligation . I represent that my performance of all the terms of this Agreement and as an employee of Company does not and will not breach any agreement to keep in confidence information acquired by me in confidence or in trust prior to my employment by Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

8. Return of Company Property . When I leave the employ of Company, I will deliver to Company any and all drawings, notes, memoranda, specifications, devices, formulas and documents, together with all copies thereof, and any other material containing or disclosing any Company Inventions, Third Party Information or Confidential Information of Company. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Confidential Information, I agree to provide Company with a computer-useable copy of all such Confidential Information and then permanently delete and expunge such Confidential Information from those systems; and I agree to provide Company access to my system as reasonably requested to verify that the necessary copying

and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company's personnel at any time with or without notice. Prior to leaving, I will cooperate with Company in attending an exit interview and completing and signing Company's termination statement if required to do so by Company.

9. Legal and Equitable Remedies.

9.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to Company, and Company will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that Company may have for a breach or threatened breach of this Agreement.

9.2 In the event Company enforces this Agreement through a court order, I agree that the restrictions of Section 5 will remain in effect for a period of 12 months from the effective date of the Order enforcing the Agreement.

10. Notices. Any notices required or permitted under this Agreement will be given to Company at its headquarters location at the time notice is given, labeled "Attention Chief Executive Officer," and to me at my address as listed on Company payroll, or at such other address as Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

11. Publication of This Agreement to Subsequent Employer or Business Associates of Employee.

11.1 If I am offered employment or the opportunity to enter into any business venture as owner, partner, consultant or other capacity while the restrictions described in Section 5 of this Agreement are in effect I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to

provide such person or persons with a copy of this Agreement.

11.2 I agree to inform Company of all employment and business ventures which I enter into while the restrictions described in Section 5 of this Agreement are in effect and I also authorize Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

12. General Provisions.

12.1 Governing Law; Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of California & Govt. of India as such laws are applied to agreements entered into and to be performed entirely within California between residents of California and residents of India. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in California for any lawsuit filed there against me by Company arising from or related to this Agreement.

12.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect the other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement will for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it will be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it will then appear.

12.3 Successors and Assigns. This Agreement is for my benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

12.4 Survival. This Agreement will survive the termination of my employment, regardless of the reason, and the assignment of this Agreement by Company to any successor in interest or other assignee.

12.5 Employment At-Will. I agree and understand that nothing in this Agreement will change my at-will employment status or confer any right with respect to continuation of employment by Company, nor will it interfere in any way with my right or Company's right to

terminate my employment at any time, with or without cause or advance notice.

12.6 Waiver. No waiver by Company of any breach of this Agreement will be a waiver of any preceding or succeeding breach. No waiver by Company of any right under this Agreement will be construed as a waiver of any other right. Company will not be required to give notice to enforce strict adherence to all terms of this Agreement.

12.7 Export. I agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company or any products utilizing such data, in violation of the United States export laws or regulations.

12.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.9 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE

HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT WILL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

12.10 Entire Agreement. The obligations pursuant to Sections 1 and 2 (except Subsection 2.4 and Subsection 2.7(a)) of this Agreement will apply to any time during which I was previously engaged, or am in the future engaged, by Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

[signatures to follow on next page]

This Agreement will be effective as of 01 / 20 / 2023.

EMPLOYEE:

I have read this agreement carefully and understand its terms. I have completely filled out Exhibit A to this Agreement.

Param Sharma

(Signature)

Param Sharma

Name

01 / 20 / 2023

Date

sharma.param07@gmail.com

Email

COMPANY:

Accepted and agreed

Line (Line Financial - A Public Benefit Corporation)

By: *Akshay Krishnaiah*

Date: 01 / 20 / 2023

Akshay Krishnaiah
Name: _____

President & CEO
Title: _____

akshay@useline.com
Email: _____

EXHIBIT A
EXCLUDED INVENTIONS

TO: Line Financial - A Public Benefit Corporation

FROM:

DATE:

1. Excluded Inventions Disclosure . Except as listed in Section 2 below, the following is a complete list of all Excluded Inventions:



No Excluded Inventions.

☐ See below:

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to the Excluded Inventions generally listed below, the intellectual property rights and duty of confidentiality with respect to which I owe to the following party(ies):

1.

2.

3.

☐ Additional sheets attached.

3. Limited Exclusion Notification.

This is to notify you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any Invention that you develop entirely on your own time without using Company's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

a. Relate at the time of conception or reduction to practice to Company's business, or actual or demonstrably anticipated research or development; or

b. Result from any work performed by you for the Company.

To the extent a provision in the foregoing Agreement purports to require you to assign an Invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or Invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or Invention to be in the United States

Title	Line Financial - Growth Marketing Analyst Offer Letter
File name	Param Sharma_Line..._Offer_letter.pdf
Document ID	fa0edd90bc9f0561d942b640f36ae3f97171f616
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

01 / 19 / 2023

21:54:35 UTC-8

Sent for signature to Akshay Krishnaiah (akshay@useline.com) and Param Sharma (sharma.param07@gmail.com) from akshay@useline.com
IP: 122.171.19.37



VIEWED

01 / 19 / 2023

21:54:40 UTC-8

Viewed by Akshay Krishnaiah (akshay@useline.com)
IP: 122.171.19.37



SIGNED

01 / 19 / 2023

21:54:54 UTC-8

Signed by Akshay Krishnaiah (akshay@useline.com)
IP: 122.171.19.37



VIEWED

01 / 19 / 2023

21:58:11 UTC-8

Viewed by Param Sharma (sharma.param07@gmail.com)
IP: 103.59.75.43



SIGNED

01 / 20 / 2023

00:28:10 UTC-8

Signed by Param Sharma (sharma.param07@gmail.com)
IP: 103.59.75.43



COMPLETED

01 / 20 / 2023

00:28:10 UTC-8

The document has been completed.



Architecture + Design

Pawan Dholia Architects

105/22 Kumbha Marg, Pratap Nagar P: 141-2792-068 pawandholia@gmail.com
Sanganer, Jaipur, Rajasthan - 302033 M: 9694009088 www.pawandholia.in

Certificate of Training

ANTRA GOLIA

Date : 10.07.2021

This is to certify that 'ANTRA GOLIA' from JECRC University, Jaipur has worked with us for 120 Days.

We hereby certify that the above particulars are true according to our records and to the best of our knowledge & belief. During the entire training period we found her, sincere and willing to work hard towards timely and suitable completion of the works given.

We wish every success in her future.



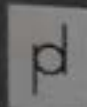
Ar. Pawan Dholia (For POA)
10/07/2021

Ar. Pawan Dholia

Founder & Principal Architect

Pawan Dholia Architects | Jaipur

Services : Architecture | Interior Design | Graphic Design | Computer Animation & Rendering



Architecture + Design

Pawan Dholia Architects

105/22 Kumbha Marg, Pratap Nagar P: 141-2792-068 pawandholia@gmail.com
Sanganer, Jaipur, Rajasthan - 302033 M: 9694009088 www.pawandholia.in

TO WHOMSOEVER IT MAY CONCERN

ANTRA GOLIYA

Date: 27.01.2021

This is to certify that 'ANTRA GOLIYA' from JECRC University, Jaipur has been selected and working as an Interior Design trainee at Pawan Dholia Architects, her training period will be for 120 days.

Job Location: Jaipur

We hereby certify that the above particulars are true according to our records and to the best of our knowledge & belief.

Should you have any queries, please feel free to contact us.

Yours Faithfully,



Ar. Pawan Dholia

Founder & Principal Architect

Pawan Dholia Architects | Jaipur



Architecture + Design

Pawan Dholia Architects

105/22 Kumbha Marg, Pratap Nagar P: 141-2792-068 pawandholia@gmail.com
Sanganer, Jaipur, Rajasthan - 302033 M: 9694009086 www.pawandholia.in

TO WHOMSOEVER IT MAY CONCERN

PRACHI SHARMA

Date: 27.01.2021

This is to certify that 'PRACHI SHARMA' from JECRC University, Jaipur has worked with us from 13th January 2021 to 30th June 2021.

We hereby certify that the above particulars are true according to our records and to the best of our knowledge & belief.

Should you have any queries, please feel free to contact us.

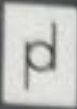
Yours Faithfully,



Ar. Pawan Dholia

Founder & Principal Architect

Pawan Dholia Architects | Jaipur



Architecture + Design

Pawan Dholia Architects

105/22 Kumbha Marg, Pratap Nagar P: 141-2792-068 pawandholia@gmail.com
Sanganer, Jaipur, Rajasthan - 302033 M: 9694009088 www.pawandholia.in

TO WHOMSOEVER IT MAY CONCERN

PRACHI SHARMA

Date: 27.01.2021

This is to certify that 'PRACHI SHARMA' from JECRC University, Jaipur has been selected and working as an Interior Design trainee at Pawan Dholia Architects, her training period will be for 120 days.

Job Location: Jaipur

We hereby certify that the above particulars are true according to our records and to the best of our knowledge & belief.

Should you have any queries, please feel free to contact us.

Yours Faithfully,



Ar. Pawan Dholia

Founder & Principal Architect

Pawan Dholia Architects | Jaipur

Services : Architecture | Interior Design | Graphic Design | Computer Animation & Rendering



Achint Patni
Architect

+91-8769273274

• ARCHITECTURAL

• INTERIORS

• TURNKEY

EXPERIENCE CERTIFICATE (To whomsoever it may concern)

This is to certify that Ms. Vanshika Malhotra, 6th Semester, Bachelors of Design (Interior Design) student of School of Design, JECRC University, Jaipur has worked at our as a trainee from 15/01/2021 to 15/06/2021 at our firm Revolution Architecture Studio.

During this period, she worked on a number of interior residential and commercial projects. Vanshika has completed all the tasks assigned to her.

Signature :

Name: AR. ACHINT PATNI

ACHINT PATNI
ARCHITECT
COA No. CA/2017/83387

Seal of the Firm

EMPLOYER FIRM / ORAGANZIATION

NAME AND ADDRESS -

REVOLUTION ARCHITECTURE STUDIO

C-56, RAM MARG, TILAK NAGAR, JAIPUR. RAJ.

revolution.architecturestudio@gmail.com

C-56, Ram Marg Tilak Nagar Jaipur Rajasthan-302004



Achint Patni
Architect

+91-8769273274

• ARCHITECTURAL

• INTERIORS

• TURNKEY

JOINING LETTER

This is to certify that Ms. Vanshika Malhotra has joined our firm
Revolution Architecture Studio on 15th January 2021 for a period of 6 months.

Signature :

Name: AR. ACHINT PATNI

ACHINT PATNI
ARCHITECT
COA No. CA/2017/83387

Seal of the Firm

EMPLOYER FIRM / ORAGANZIATION

NAME AND ADDRESS -

REVOLUTION ARCHITECTURE STUDIO

C-56, RAM MARG, TILAK NAGAR, JAIPUR. RAJ.

revolution.architecturestudio@gmail.com

C-56, Ram Marg Tilak Nagar Jaipur Rajasthan-302004



Saakaar Architects

02, 1st Floor, F-27, Ruchika Complex, Kisan Marg, Tonk Phatak, Jaipur-302015
Mob.: 98285-77822 | E-mail : saakaararchitect@gmail.com

Date: 10-01-2021

TO WHOM SO EVER IT MAY CONCERN

Subject: Joining confirmation

In regards to receipt to an application from your student, **Ms. Arisha Mirza** with a request to pursue her internship, we confirm that she has been offered to join the firm as an intern from 15th Jan to 15th June. Also further to your information as requested by her, our principal architect name is **Mr. Pawan Tambi** and his registered COA number is – **CA/2006/37910**


Regards

Saakaar Architects

AR. PAVAN TAMBI
CA/2006/37910

(Appendix VI)

EXPERIENCE CERTIFICATE

(to whomsoever it may concern)

This is to certify that Mr./ Ms. ARISHA MIRZA

Final year B.Sc. student of School of Design, Jecrc University, Jaipur has worked in

our firm / organization as a trainee from 15-01-2021 to 31-05-2021

which forms a part of academic curriculum (Practical Training) at Final Year B.Sc. During this

period the details of the work done by the trainee-student is furnished in this Work – Diary &

his/her work is found satisfactory / unsatisfactory.



Stamp / Seal of the Firm / Organization

Signature

Pavan Tambi

NAME:

PAVAN TAMBI

EMPLOYER FIRM / ORGANIZATION

NAME & ADDRESS: SAKAAR ARCHITECT

02, F-27, RUCHIKA COMPLEX, KISAN MARG,
TONK PHATAK, JAIPUR,

SAPTHRISHI CONSULTANT

ANAND COLONY DAUSA, RAJASTHAN 303303

Date : 15-January-2021

Student name – Ayushi Sarraf

Address – B-4 Kasturi Bhawan Lalsot Road Dausa, Jaipur(Raj.)

Dear Ayushi Ji

We would like to congratulate you on being selected for the **Interior Designer** internship position With **Sapthrishi Consultant** effective **15- January - 2021** All of us at **Sapthrishi Consultant** are excited That you will be joining our team.

As we discussed during the interview process, this is a paid academic internship during which there is no boundation of working hours per week through 31.March.2021(excluding thanks giving ,winters, and spring breaks and holidays).

Each deals done by your clients you will be awarded a commission based stipend .

This internship is viewed by **Sapthrishi Consultant** as being an educational opportunity for you , rather than a part time job . as such your internship will include training / orientation and for focus primarily on learning and developing new skills and gaining understanding of concepts through hands -on application of knowledge you learned in class.

Again , Congratulations and we look forward to work with you this coming year.

Regards



(Appendix VI)

EXPERIENCE CERTIFICATE

(to whomsoever it may concern)

This is to certify that Mr./ Ms. Ayushi Sauraf
Final year B.Sc. student of School of Design, Jecrc University, Jaipur has worked in
our/ firm/ organization as a trainee from 18 January to 30 May
which forms a part of academic curriculum (Practical Training) at Final Year B.Sc. During this
period the details of the work done by the trainee-student is furnished in this Work – Diary &
his/her work is found satisfactory / unsatisfactory.

SAPT-HRISHI CONSULTANT

Er. GOKULENDRA

Approved Valuer Govt. of India

1. No. CAT-427/MPCCT/17/JTech/JPR/2017-18



Stamp / Seal of the organization

Signature

NAME:

(Subject officer)
(GOKULENDRA)

EMPLOYER FIRM / ORGANIZATION

NAME & ADDRESS:

Anand Colony Dausa.

JOINING CERTIFICATE

SPACE WIZARD

Space Wizard Architects Pvt. Ltd.
www.spacewizards.com

13th JANUARY, 2021

Ms. MONA YADAV
S/O, PAMPODE SUBHASHNAGAR, JALUR
KALINGAN, BHOJIP

Subject: **INTERNSHIP LETTER**

Dear MONA,

This refers to your application for the post of **INTERIOR DESIGNER** in our office.
We have confirmed that Ms. MONA YADAV has joined our firm from 13th JANUARY, 2021.

Thank you

For SPACE WIZARD ARCHITECTS PVT. LTD.


(RAMESH KUMAR)

EXPERIENCE CERTIFICATE

SPACE WIZARD

Space Wizard Architects Pvt. Ltd.
www.spacewizard.in

17th MAY, 2021

TO WHOMSOEVER IT MAY CONCERN

This is to certify that **Ms. Meera Padwe** has completed internship program of 8 months from 13th Feb, 2021 to 17th April 2021. Her responsibilities included working drawings, visiting client projects and on-field working.

During her tenure of internship, Meera proved herself to be an able intern. During the above period we found her hardworking, dedicated and most interested person. I was quite impressed by her ability to complete all work assignments in given duration.

We wish her success in her future endeavors and hope that she will continue to display the same spirit in future as well.

Thank you.

Yours,


(RANCHO KUMAR)
Director



220, Ohruv Marg, Tilak Nagar,
Jaipur, Rajasthan, 302004
+91-9024183549

Dear,
Mr Yash Kothari
Jaipur.

Date: 30th Dec '20

Sub: Offer letter

We are pleased to offer you a position of an Interior Design Intern with our studio Sriijan Interiors from 1st of Feb to 30th of June '21.

As an intern with Sriijan Interiors, you will be entitled to a monthly stipend of Rs.4,000/- (Four thousand only). This will be based on 10.00am to 6.30pm of working 6 days a week.

2nd & 4th Saturday will be week off. Any other leave is on the discretion of the company owner & shall be leave without pay.

We hope you enjoy working with us and make yourself important to our firm.

Sincerely,

For Sriijan Interiors

Chandani Sharma

(Principal Designer)

STYLE ICON (INTERIOR DESIGN ASSOCIATES)

Dwarka,Ramphal chowk(NEW DELHI)

Dear (Mr) Yash Kothari

(JAIPUR)

SUB: OFFER LETTER

We are pleased to inform you that you have been selected for interior design training at our firm (style icon).you'll be entitled with stipend of 2000/-per month. Your training period /duration will be from March2-2021 to June2-2021.

PRINCIPAL DESIGNER (UNDER FIRM)

(SHALINI JAIN)STYLE ICON

Dear (Mr) Yash Kothari

(JAIPUR)

SUB: Experience Letter

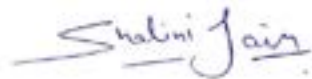
This is to certify that Mr Yash Kothari has worked as an Intern with the STYLE ICON, NEW DELHI, from March2-2021-june2-2021.

During the training process we found Mr Yash Kothari hard working and diligent toward's the firm and work. We wish him goodluck for the future.

PH: 6378026788

PRINCIPAL DESIGNER (UNDER FIRM)

(SHALINI JAIN)STYLE ICON

A handwritten signature in blue ink that reads "Shalini Jain". The signature is written in a cursive style with a horizontal line underneath the name.



Offer: Computer Consultancy
Ref: TCSL/CT20213687560/Delhi
Date: 20/12/2021

Mr. Mohit Singh
P-18/16, Miliatry Station,
Jothwara,
Jaipur-302012,
Rajasthan.
Tel# -

Dear Mohit Singh,

Sub: Letter of Offer

Thank you for exploring career opportunities with TATA Consultancy Services Limited (TCSL). You have successfully completed our initial selection process and we are pleased to make you an offer.

This offer is based on your profile and performance in the selection process. You have been selected for the position of **Assistant System Engineer-Trainee** in Grade Y. You will be a part of the application development and maintenance projects across any of the business units of TCSL.

Your gross salary including all benefits will be **₹3,36,877/-** per annum, as per the terms and conditions set out herein. Over and above this, you will also be eligible for Learning Incentives (Readiness Incentive and/or Competency Incentive) basis your performance in TCS Xplore Program which gives you an additional earning potential of upto **Rs.60,000** during the first year. Annexure-1 provides the break-up of the compensation package.

Kindly confirm your acceptance of this offer online through the option 'Accept Offer letter'. If not accepted within 7 Days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

After you accept this offer, you will be given a joining letter indicating the details of your joining date and initial place of posting. The Joining letter will be issued to you only upon successful completion of your academic course, you meeting the TCS eligibility criteria & you completing the mandatory pre-joining learning curriculum named TCS Xplore (detailed under Terms &

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Conditions). You will also be issued a letter of appointment at the time of your joining after completing joining formalities as per company policy. Your offer is subject to a positive background check.

COMPENSATION AND BENEFITS

BASIC SALARY

You will be eligible for a basic salary of ₹14,784/- per month.

BOUQUET OF BENEFITS (BoB)

Bouquet of Benefits offers you the flexibility to design this part of your compensation within the defined framework, twice in a financial year. All the components will be disbursed on a monthly basis.

The components under Bouquet of Benefits are listed below. The amounts given here for each of the components below are as per pre-defined structure. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL. To design your Bouquet of Benefits, you may access the link to BoB in the "Employee Self Service" link on "Ultimatix", the internal portal of TCSL. Taxation will be governed by the Income Tax rules. TCSL will be deducting tax at source as per income tax guidelines.

1. House Rent Allowance (HRA)

Your HRA will be ₹5,914/- per month. While restructuring your BoB amount to various components, it is mandatory that at least 5% of monthly basic pay be allocated towards HRA.

2. Leave Travel Allowance

You will be eligible for annual Leave Travel Allowance which is equivalent to one month's basic salary or a pro-rata amount in case you join during the financial year. This will be disbursed on a monthly basis along with the monthly salary. To avail income tax benefits, you need to apply for a minimum of three days of leave and submit supporting travel documents.

3. Food Card

You will be eligible for a Food Card. It can be used to purchase food items at all domestic VISA enabled restaurants and fast food restaurants including TCS cafeterias. As per the Pre-Defined structure you will be eligible for a Food Card with an amount of ₹500/- being credited to this card per month. However you may want to re-distribute the BoB amount between the components as per your tax plan, once you join TCSL.

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PERFORMANCE PAY

Monthly Performance Pay

You will receive a monthly performance pay of ₹1,700/-. The same will be reviewed on completion of your first Anniversary with the company and will undergo a change basis your own ongoing individual performance.

Quarterly Variable Allowance

Your variable allowance will be ₹600/- per month, and will be paid at the closure of each quarter based on the performance of the company and your unit and to the extent of your allocation to the business unit.

Quarterly Variable Allowance is subject to review on your first anniversary and may undergo a change based on the actual performance of the Company, your business unit and your own ongoing individual performance. The payment is subject to your being active on the company rolls on the date of announcement of Quarterly Variable Allowance.

This Pay/Allowance shall be treated as productivity bonus in lieu of statutory profit bonus.

Performance Pay will be effective upon successful completion of the TCS Xplore Programme.

CITY ALLOWANCE

You will be eligible for a City Allowance of ₹200/- per month. This is specific to India and is linked to your base branch. In the event of a change in your base branch this amount may undergo a change. It will stand to be discontinued while on international assignments. This allowance is fully taxable and subject to review.

XPLORE/ LEARNING INCENTIVES

You will be eligible for Readiness Incentive AND/ OR Competency Incentive, basis your performance in TCS Xplore Program. The incentives gives you an additional earning potential of upto Rs.60,000 over and above your CTC during the first year.

OTHER BENEFITS

Health Insurance Scheme

TCSL brings the benefit of health insurance cover to you and your dependants under the company's Health Insurance Scheme(HIS).

HIS offers the following benefits:



1. Basic Cover

i. Entitlement - Includes domiciliary expenses up to ₹6,000/- per insured person per annum and basic hospitalization expenses up to ₹2,00,000/- per insured person per annum.

ii. Premium - Basic premium for self, spouse and three children is entirely borne by TCSL, provided these members are explicitly enrolled by you under the scheme. Additionally, if you wish to cover dependent parents/parents-in-law or remaining children, the applicable premium per insured person is to be borne by you.

2. Higher Hospitalisation

Coverage under Higher Hospitalisation is mandatory. Under this scheme, you and your enrolled dependents will be automatically covered under Higher Hospitalisation benefits.

i. Entitlement - You and your enrolled dependants will be entitled for ₹12, 00,000/- as a family floater coverage towards hospitalisation expenses, over and above the individual basic coverage.

ii. Premium - For Higher Hospitalisation, a part of the premium will be recovered from your salary and the differential premium will be borne by TCSL.

Maternity Leave

Women employees are eligible to avail maternity leave of twenty six weeks. Adopting or commissioning mother, may avail maternity leave for twelve weeks. For more details on the benefits and eligibility, once you join, please refer TCS India Policy - Maternity Leave.

Tata Sons and Consultancy Services Employees' Welfare Trust (TWT)

You will become a member of the TWT, on completion of continuous association of one year from the date of joining TCSL. A nominal annual membership fee of ₹250/- will be recovered from you for the same. The Trust provides financial assistance by way of grants/ loans in accordance with the rules framed by the Trust from time to time for medical and educational purposes and in case of death of members while in service.

Loans

You will be eligible for loans, as per TCSL's loan policy.

Professional Memberships

You will be eligible for reimbursement of expenses towards professional membership as per TCSL's policy.

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RETIRALS

Provident Fund

You will be a member of the Provident Fund as per the provisions of "The Employees Provident Fund and Miscellaneous Provisions Act, 1952", and TCSL will contribute 12% of your basic salary every month as per the provisions of the said Act.

Gratuity

You will be entitled to gratuity as per the provisions of the Gratuity Act, 1972.

TERMS AND CONDITIONS

1. Aggregate Percentage Requirements

Your appointment will be subject to your scoring minimum aggregate (aggregate of all subjects in all semesters) marks of 60% or above (or equivalent CGPA as per the conversion formula prescribed by the Board / University) in the first attempt in each of your Standard Xth, Standard XIIth, Diploma (if applicable) and highest qualification (Graduation/ Post Graduation as applicable) which includes successful completion of your final semester/year without any pending arrears/backlogs. As per the TCSL eligibility criteria, marks/CGPA obtained during the normal duration of the course only will be considered to decide on the eligibility.

As communicated to you through various forums during the recruitment process, your appointment is subject to completion of your course within the stipulated time as specified by your University/Institute and as per TCSL selection guidelines.

It is mandatory to declare the gaps/arrears/backlogs, if any, during your academics and work experience. The management reserves the right to withdraw/revoke the offer/appointment at any time at its sole discretion in case any discrepancy or false information is found in the details submitted by you.

2. Pre requisites for Joining

To enable your readiness to work on assignments upon joining, we have put together a comprehensive learning program named TCS Xplore which is made available to you digitally. This foundation program will include Online learning content, Webinars, practice sessions & proctored assessments. Further to accepting this Offer letter, you are required to enroll for the TCS Xplore Program and start your learning journey with TCSL. TCSL will make Xplore program available for you upon your offer acceptance. Please note that your joining is subject to successful completion of your TCS Xplore program including the proctored assessment. We encourage you to complete your pre-learning, through TCS Xplore, well before your expected date of joining to avoid delays in onboarding.

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3. Training Period

You will be required to undergo class room and on the job training in the first twelve months (including the TCS Xperience Programme as set out herein below), during which period you will be appraised for satisfactory performance during/after which TCSL would normally confirm you.

This confirmation will be communicated to you in writing. If your performance is found unsatisfactory during the training period, the company may afford you opportunities to assist you and enable you to improve your performance. If your performance is still found unsatisfactory, TCSL may terminate your traineeship forthwith.

However, TCSL may even otherwise at its sole discretion terminate the traineeship any time if your performance is not found satisfactory. The terms and conditions of the training will be governed by TCSL's training policy. TCSL reserves the right to modify or amend the training policy.

If you remain unauthorizedly absent for a consecutive period of 3 days during the training programme, you shall be deemed to have abandoned your traineeship and your name will automatically stand discontinued from the list of TCS Xperience trainees without any further intimation/separate communication to you.

4. Working Hours

Your working hours are governed by applicable law. You may be required to work in shifts and/or over time depending upon the business exigencies as permitted by law.

5. Mobility

TCSL reserves the right to transfer you at any of its offices, work sites, or associated or affiliated companies in India or outside India, on the terms and conditions as applicable to you at the time of transfer.

6. Compensation Structure / Salary components

The compensation structure/salary components are subject to change as per TCSL's compensation policy from time to time at its sole discretion.

7. Increments and Promotions

Your performance and contribution to TCSL will be an important consideration for salary increments and promotions. Salary increments and promotions will be based on TCSL's Compensation and Promotion policy.

8. Alternative Occupation / Employment

Either during the period of your traineeship or during the period of your employment as a

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confirmed employee of TCSL, you are not permitted to undertake any other employment, business, assume any public or private office, honorary or remunerative, without the prior written permission of TCSL.

9. Confidentiality Agreement

As part of your acceptance of this appointment as an employee with TCS you are required to maintain strict confidentiality of the intellectual property rights protected information and other business information of TCS and its clients which may be revealed to you by TCS or which may in the course of your engagement with TCS come your possession or knowledge unless specifically authorized to do so in writing by TCS. This Confidentiality Clause shall survive the termination or earlier determination of this Appointment. The detailed Confidentiality related terms and conditions are set out in Annexure 3.

10. Service Agreement

As TCSL will be incurring considerable expenditure on your training, you will be required to execute an agreement, to serve TCSL for a minimum period of 1 year after joining, failing which, you (and your surety) will be liable to pay TCSL ₹50,000/-towards the training expenditure. Service agreement duration of one year refers to continuous service of 12 months from date of joining TCSL and excludes the duration of Leave without pay (LWP) and/or unauthorized absence, if any.

11. Work in SBWS mode

TCS' Secure Borderless Workspaces (SBWS) is a transformative operating model framework that allows seamless deployment of virtual workspaces in a secure manner that enables flexible working options aligned to its business objectives. You may be required to work either from TCS offices/TCS Client offices or from home (remote working) as per the requirements of the project or group you are assigned to work with and as communicated to you by the Unit HR or your supervisor. You are required to abide by the Policy and / or Guidelines issued by TCS from time to time while operating within this framework. For more details, please refer the Policy / Guideline document on Remote Working.

It is essential that you understand the applicable Policy and / or the Guidelines of such flexible working and ensure adherence to TCS Security Policies/Protocols and Confidentiality obligations at all times.

12. Overseas International Assignment Agreement

If you are on international assignment, you will be covered by the TCS India Policy-International Assignments (from India to other Countries) from the date of placement for an international assignment. Accordingly, you will be required to sign the Overseas International Assignment Agreement/s and any other applicable related



documents pertaining to the international assignment for which you are being placed In case of every international assignment that exceeds 30 days, you will be required to serve TCSL as per the Notice Period clause mentioned below.

This is to ensure that the knowledge and information gained by you during your assignment is shared and available to TCSL and its associates. This transfer of knowledge and information is essential for TCSL to continue to serve its clients and customers better. If you are deputed internationally for training, you will be required to sign an agreement to serve TCSL for a minimum period of 6 months on completion of training.

13. Terms and Conditions

The above terms and conditions are specific to India and there can be changes to the said terms and conditions in case of deputation on international assignments.

14. TATA Code of Conduct

You are required to sign the TATA Code of Conduct and follow the same in your day-to-day conduct as an associate of TCSL.

15. Notice Period

Upon your confirmation, this contract of employment is terminable by you by giving 90 days notice in writing to TCSL. It is clearly understood, agreed and made abundantly clear that you shall have to necessarily work during the period of notice of 90 days given by you under this clause. However, upon your serving the notice under this clause, TCSL may relieve you any time during the period of notice at its sole discretion.

Upon your confirmation, this contract of employment may be terminated by TCSL by giving you 90 days notice or payment in lieu thereof.

It is understood, agreed and made abundantly clear herein that you shall have to necessarily work during the notice period given by TCSL under this clause, unless you are otherwise relieved by TCSL by giving you payment in lieu of notice.

Your failure to comply with this clause will entail monetary payment of damages to TCS as may be determined by it at its own discretion having regard to the responsibilities shouldered by you while being in the employment of TCS.

16. Retirement

You will retire from the services of TCSL on reaching your 60th birthday as per the proof of age submitted by you at the time of joining.

17. Pre-employment Medical Certificate

You are required to submit a Medical Certificate of Fitness (in the format prescribed by

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TCSL) which needs to be verified by a registered medical practitioner having a minimum qualification of MBBS to the Induction Coordinator.

18. Employment of Non Indian Citizens

In case, you are not a citizen of India, this offer is subject to your obtaining a work permit and / or any other permissions and / or documentation as prescribed by the Government of India.

19. Background Check

Your association with TCSL will be subject to a background check in line with TCSL's background check policy. A specially appointed agency will conduct internal and external background checks. Normally, such checks are completed within one month of joining. If the background check reveals unfavourable results, you will be liable to disciplinary action including termination of traineeship/service without notice.

20. Submission of Documents

Please note that you should initiate and complete the upload of mandatory documents on the nextstep portal as soon as the offer letter is accepted (subject to availability of the documents)

Please carry the below listed **Original** Documents for verification on your joining day.

- Permanent Account Number (PAN) Card - You are required to submit a copy of your PAN card along with other joining forms, immediately on joining. As per Indian Income Tax rules, the PAN number is a mandatory requirement for processing salary
- Aadhaar Card
- Standard X and XII/Diploma mark sheets & Certificate
- Degree certificate/Provisional Degree Certificate and mark sheets for all semesters of Graduation
- Degree certificate and mark sheets for all semesters of your Post Graduation(if you are a Postgraduate)
- Overseas Citizenship of India (applicable if you are not an Indian Nationality). For Sri Lankan Refugee, a Refugee Identity card along with Work Permit is required
- Birth Affidavit on Rs100 stamp paper, if Birth Certificate not in English
- Any other affidavits on Rs100 stamp paper if applicable (name affidavit for multiple names, signature affidavits, address affidavits etc.)
- Passport / Acknowledgement letter of passport application
- Gap/Break in career affidavit on Rs100 stamp paper, if gap is more than 6 months
- 4 passport sized photographs
- Medical Certificate (Should be made on the format provided by TCS along with the Joining letter)

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- An affidavit/notarized undertaking (Non-Criminal Affidavit, should be made on the format provided by TCSL) stating :

*There is no criminal offence registered/pending against you

*There is no disciplinary case pending against you in the university

- If you were employed, a formal Relieving letter & Experience letter from your previous employer

The original documents will be returned to you after verification.

In addition to the above original documents, Please carry Xerox copies of the below documents

*PAN Card (Permanent Account Number)

*Aadhaar Card (Not applicable for Nepal & Bhutan Citizenship)

*Passport

*NSR E-Card

21. TCS Xperience Program

On joining TCSL, you will be given the benefit of formal training (TCS Xperience Program) at our offices, as identified, for such period as TCSL may decide.

The said training forms a critical part of your employment with TCSL and is an ongoing process. TCSL continues to make investment on training and continuing education of its professionals. This will be of immense value to you as a professional and a large part of the ownership and commitment has to come from you.

As TCSL progresses with these initiatives, monitoring performance will be an ongoing process and a formal evaluation will be carried out during the training. If you are requested to join TCSL inspite of you not completing the Xplore proctored assessment, you will be provided Xplore training on premise and the above said evaluation process will stand good. The evaluation criteria which will be very transparent will be used as a basis for allocating people to projects/roles. We would request that the training be taken very seriously to enable you to add maximum value to your professional and personal growth.

22. Letter of Appointment

You will be issued a letter of appointment at the time of your joining and after completing joining formalities as per TCSL policy.

23. Rules and Regulations of the Company

Your appointment will be governed by the policies, rules, regulations, practices, processes and procedures of TCSL as applicable to you and the changes therein from

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Handwritten signature



time to time. The changes in the Policies will automatically be binding on you and no separate individual communication or notice will be served to this effect. However, the same shall be communicated on internal portal/Ultimatix.

24. Compliance to all clauses

You should fulfill all the terms and conditions mentioned in this letter of offer. Failure to fulfill one or more of the terms and conditions and/or failure to clear one or more tests successfully would entitle TCSL to withdraw this offer letter anytime at its sole discretion.

25. Data Privacy Clause:

(a) Your personal data collected and developed during recruitment process will be processed in accordance with the TCS Data Privacy Policy. The personal data referred therein are details related to contact, family, education, personal identifiers issued by government, social profile, background references, previous employment and experience, medical history, skillset, proficiency and certifications, job profile and your career aspirations.

(b) It will be processed for various organizational purposes such as recruitment, onboarding, background check, project assignment, performance management, job rotation, career development including at leadership level, diversity and inclusion initiatives, global mobility, wellness program, statutory and legal requirements and specific organizational initiatives in force during your tenure in TCS.

(c) After you join TCS, there would be more sets of Personal Information (PI) attributes processed for various legitimate purposes. All of it will be processed with compliance to applicable laws and the TCS Data Privacy Policy. In some scenarios of your PI processing, you will be provided with appropriate notice and/or explicit consent might be obtained from time to time.

(d) For the purposes mentioned above, your required PI may be shared with specific vendor organizations who provide services to TCS, e.g. background check, health insurance, counselling, travel, transport and visa, payroll services, associate engagement activities, and financial and taxation services.

(e) As TCS is a global company, your PI may be shared with entities outside India, limited for the purposes mentioned above and/or in this offer letter.

(f) In case of overseas deputation, available privacy rights would be governed as per regulatory provisions and / or TCS policies/notice provided applicable at your overseas location.



Withdrawal of Offer

If you fail to accept the offer from TCSL within 7 days, it will be construed that you are not interested in this employment and this offer will be automatically withdrawn.

Post acceptance of TCSL Offer letter if you fail to join on the date provided in the TCSL Joining letter, the offer will stand automatically terminated at the discretion of TCSL.

We look forward to having you in our global team

Yours Sincerely,

For TATA Consultancy Services Limited

Girish V. Nandimath
Global Head Talent Acquisition & AIP



[Click here](#) or use a QR code scanner from your mobile to validate the offer letter

Encl: Annexure 1: Benefits and Gross Salary
Annexure 2: List of TCS Xplore Centres
Annexure 3: Confidentiality and IP Terms



GROSS SALARY SHEET

Annexure 1

Name	Mohit Singh
Designation	Assistant System Engineer-Trainee
Institute Name	Jecrc University

Table 1: Compensation Details (All Components in INR)

Component Category	Monthly	Annual
1) Fixed Compensation		
Basic Salary	14,784	1,77,408
Bouquet Of Benefits #	7,646	91,752
2) Performance Pay**		
Monthly Performance Pay	1,700	20,400
Quarterly Variable Allowance*	600	7,200
3) City Allowance	200	2,400
4) Annual Components/Retirals		
Health Insurance***	NA	7,900
Provident Fund	1,774	21,289
Gratuity	711	8,533
Total of Annual Components & Retirals	2,485	37,722
TOTAL GROSS	27,415	3,36,877
Xplore/ Learning Incentive****		Upto 60,000

Refer to Table 2 for TCSL defined Structure. In case, you wish not to restructure your BoB, TCSL defined Structure as given in Table 2 will be applicable.

* Amount depicted will be paid-out on a quarterly basis upon successful completion of the TCS Xplore Program.

**The Performance Pay is applicable upon successful completion of the TCS Xplore Program.

*** For HIS - Note that Rs. 7900 if the employee is Single. If the employee is married or married with Children then Rs. 3,900/- per beneficiary needs to be added to the above mentioned amount.

**** Xplore/ Learning Incentive is paid over and above the CTC during first year, based on your performance in TCS Xplore Program. Table 2: TCSL defined structure for BoB (All Components in INR)

Component Category	Monthly	Annual
House Rent Allowance	5,914	70,968
Leave Travel Assistance	1,232	14,784
Food Card	500	6,000
GROSS BOUQUET OF BENEFITS	7,646	91,752

Mohit

Ahmedabad TCS XP HR Lead Tata Consultancy Services, Garima Park,IT/ITES SEZ,Plot # 41, Gandhinagar - 382007	Bangalore TCS XP HR Lead Tata Consultancy Services, Gate 1, No 42, Think campus, Electronic City phase II, Bangalore - 560100,Karnataka
BUBANESHWAR TCS XP HR Lead Tata Consultancy Services, Training Lab Venue:-Barabati, IRC Block, Ground Floor, Tata Consultancy Services Limited, (UNIT-II) - BARBATI SEZ, IT/ITES SPECIAL ECONOMIC ZONE (SEZ),PLOT NO. 35, CHANDAKA INDUSTRIAL ESTATE, PATIA, Bhubaneswar - 751024	Chennai TCS XP HR Lead Tata Consultancy Services, 415/21-24, Kumaran Nagar, Old Mahabalipuram Rd, TNHB, Sholinganallur, Chennai, Tamil Nadu 600119
DELHI – Gurgaon TCS XP HR Lead Tata Consultancy Services, Block C, Kings Canyon, ASF Insignia, Gurgaon - Faridabad Road, Gawal Pahari, Gurgaon - 122003, Haryana	DELHI – Noida TCS XP HR Lead Tata Consultancy Services, Plot No. A-44 & A-45,Ground, 1st to 5th Floor & 10th floor, Glaxy Business Park, Block - C & D, Sector - 62, Noida - 201 309,UP
Guwahati TCS XP HR Lead Tata Consultancy Services, 5th Floor, NEDFI House,G.S. Road, Dispur,Guwahati - 781006,Assam	Hyderabad TCS XP HR Lead Tata Consultancy Services, Q City, Nanakramguda, Hyderabad
INDORE TCS XP HR Lead Tata Consultancy Services, IT/ITES SEZ, Scheme No. 151 & 169-B, Super Corridor, Village Tigariya Badshah & Bada Bangarda, Tehsil Hatod, Indore - 452018, Madhya Pradesh	KOLKATA TCS XP HR Lead Tata Consultancy Services Limited, Ecospace 1B building, 2nd Floor, Plot - IIF/12 ,New Town, Rajarhat, Kolkata - 700160,West Bengal OR Auditorium,2nd Floor, Wanderers Building,Delta Park - Lords
KOCHI TCS XP HR Lead Tata Consultancy Services, TCS centre, Infopark Road Infopark Campus, Infopark , Kakkanad, Kerala 682042	MUMBAI TCS XP HR Lead Tata Consultancy Services, Yantra Park, Pokharan Road Number 2, TCS Approach Rd, Thane, West, Thane, Maharashtra 400606
NAGPUR TCS XP HR Lead Tata Consultancy Services Limited, Mihan-Sez, Nagpur, Telhara, Maharashtra 441108,	PUNE TCS XP HR Lead Tata Consultancy Services, Plot No. 2 & 3, MIDC-SEZ, Rajiv Gandhi Infotech Park, Hinjewadi Phase III, Pune - 411057,Maharashtra
Trivandrum TCS XP HR Lead Tata Consultancy Services, Peepul Park, Technopark Campus ,Kariyavattom P.O. Trivandrum - 695581, India	



Confidentiality and IP Terms and Conditions

1. Confidential Information

"Confidential Information" shall mean all Inventions and Know-how, information and material of TCS (including for avoidance of doubt any Confidential Information of its Clients) that comes into the possession or know of the Associate and shall include the following:

(a) Any and all information processing programs, software, properties, items, information, data, material or any nature whatsoever or any parts thereof, additions thereto and materials related thereto, produced or created at any time by TCS or the Associate in the course of or in connection with or arising out of the Associate's association with TCS. Program/Software shall mean source code and/or machine instructions wherever resident and on whatever media and all related documentation and software,

(b) All other information and material of TCS relating to design, method of construction, manufacture, operation, specifications, use and services of the TCS equipment and components, including, but not limited to, engineering and laboratory notebooks, reports, process data, test data, performance data, inventions, trade secrets, systems, software, object codes, source codes, copyrighted matters, methods, drawings, computations, calculations, computer programs, narrations, flow charts and all documentation therefore and all copies thereof (including for avoidance of doubt any such material belonging to the Clients of TCS).

(c) Corporate strategies and other confidential and proprietary material and information, which could cause competitive harm to TCS if disclosed,

(d) Customer and prospective customer lists, and

(e) All other information and material, which may be created, developed, conceived, gathered or collected or obtained by the Associate in the course of or arising out of the association with TCS or while in or in connection with or for the purposes of his/her association with TCS or any of the operations and entrusted by TCS to the Associate.



2. Associate's Obligations

Associate agrees to treat the Confidential Information as strictly confidential and a trade secret of TCS. Associate agrees not to use, or cause to be used, or disclose or divulge or part with either directly or indirectly the Confidential Information for the benefit of or to any third parties except for or on behalf of or as directed or authorized by TCS or to a person having a valid contract with or need under TCS, any Confidential Information. Upon termination of employment, the Associate agrees to surrender to TCS all Confidential Information that he or she may then possess or have under his or her control.

3. Intellectual Property Rights

Associate agrees and confirms that all intellectual property rights in the Confidential Information shall at all times vest in and remain with or belong to TCS and Associate shall have no right title or claim of any nature whatsoever in the Confidential Information. Associate shall promptly disclose to an authorized officer of TCS all inventions, ideas, innovations, discoveries, improvements, suggestions, or reports and enhancements made, created, developed, conceived or devised by him or her arising out of his or her engagement with TCS, including in the course of provision of services to the Clients of TCS and Associate hereby agrees and confirms that all such intellectual property rights shall at all times vest in and remain vested in TCS and agrees to transfer and assign to TCS any interests Associate may have in such intellectual property rights including any interest in and to any domestic or foreign patent rights, trademarks, trade names copyrights and trade secret rights therein and any renewals thereof. On request of TCS, Associate shall execute from time to time, during or after the termination of his or her employment, such further instruments, including without limitations, applications for letters of patent, trademarks, trade names and copyrights or assignments thereof, as may be deemed necessary or desirable by TCS to perfect the title of TCS in the intellectual property rights and to effectuate the provisions hereof. All expenses of filing or prosecuting any application for patents, trademarks, trade names, or copyrights shall be borne solely by TCS, but Associate shall co-ordinate in filing and / or prosecuting any such applications. Associate hereby expressly waives any "artist's rights" or "moral rights", which Associate might otherwise have in such intellectual property rights.



4. Prior knowledge

Associate acknowledges that prior to his or her appointment by TCS, he or she had no knowledge of the Confidential Information of TCS and that such Confidential Information is of a confidential and secret character and is vital to the continued success of TCS's business. Associate further acknowledges that he or she is associated with TCS in a capacity in which he or she will become acquainted with all or part of such Confidential Information. In order to safeguard the legitimate interests of TCS in such Confidential Information, it is necessary for TCS to protect such Confidential Information by holding it secret and confidential.

5. Use of third party material

Associate expressly agrees that it shall not in the course of his or her association with TCS and while working on the premises or facilities of TCS or its Clients or in connection with the development of any intellectual property rights or work for or on behalf of TCS, use any third party material or intellectual property rights except those intellectual property rights provided by TCS or expressly authorised by TCS or without having proper authorisation or license or approval of the respective owner of such intellectual property rights.

6. Security policies and Guidelines.

Associate agrees to abide by and be bound by any and all policies, documents, guidelines and processes including IP, Security and Confidentiality of TCS in force from time to time whether expressly endorsed or not.

7. Working in SBWS Framework:

Associate may be required to work in TCS offices or its Client premises or from home (remote working) as per the directions of supervisor and / or the provisions of the applicable policy.

Associate understands that working in this hybrid environment may have higher confidentiality and information security risks. Associate acknowledges that when working remotely the Associate:

(a) will work only in a private, secured work area in compliance with the guidelines issued and amended from time to time.

(b) will comply with and work in a manner consistent with TCS Data Privacy and Security Policies/Protocols.

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(c) will bring to the notice of HR of the Unit to any circumstances that prevent Associate from working in a manner consistent with TCS data privacy and security policies/ protocols.

(d) will inform the HR of the Unit if the Associate shares a home with any family member or an individual who is employed by a competitor of TCS or TCS client the Associate is assigned to, or if any other circumstances at home exist which implicates the TCS Code of Conduct Conflict of Interest provision.

(e) will ensure utmost care and adhere to Confidentiality, IP Protection / Non-Disclosure obligations.

(f) will be using the Company allotted laptop or similar authorized computing device (together called "official asset") only to connect to TCS network/customer network through authorized means (or the Customer provided laptop to access the customer network if so, mandated by the Customer).

(g) will not allow anybody to share the official asset being used.

8. Restriction on Associate's Rights

Associate agrees that he or she shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his or her own use or for any other purpose, any of the Confidential Information including intellectual properties of TCS that is or may be revealed to him or her by TCS or which may in the course of his or her employment with TCS come into his or her possession or knowledge unless specifically authorized to do so in writing by TCS.

9. No License

TCS and Associate agree that no license under any patent or copyright now existing or hereafter obtained by TCS is granted, agreed to be granted, or implied by the terms of this Agreement, or by the disclosure to Associate of the Confidential Information.



10. Equitable Rights

Associate acknowledges that any Confidential Information that comes into the possession and / or knowledge of Associate is of a unique, highly confidential and proprietary nature. It is further acknowledged by Associate that the disclosure, distribution, dissemination and / or release by Associate of the Confidential Information without the prior written consent of TCS or any breach of this Agreement by Associate will cause TCS to suffer severe, immediate and irreparable damage and that upon any such breach or any threat thereof, TCS shall without prejudice to any other remedies available to it, be entitled to appropriate equitable relief including the relief of specific performance and injunctive relief, in addition to whatever remedies it might have at law.

11. General

(a) The provisions hereof shall be interpreted, determined and enforced in accordance with the laws of India.

(b) In the event of any dispute or disagreement over the interpretation of any of the terms herein contained or may claim or liability of any party including that of surety, the same shall be referred to a person to be nominated by TCS, whose decision shall be final and binding upon the parties hereto. Subject to the above, the arbitration shall be governed by the Arbitration and Conciliation Act, 1999 or any modifications or re-enactment thereof. Associate confirms that the fact that the arbitrator shall be a nominee of TCS shall not be a ground for objecting to such arbitration or challenging the decision of the arbitrator. The venue of arbitration shall be Mumbai. Subject to the above arbitration clause, the Parties agreed to the binding jurisdiction of the Courts at Mumbai under the laws of India.

(c) If any provision hereof shall be found by a judicial tribunal to be contrary to governing law, it shall be deemed null and void without annulling or rendering invalid the remainder of the Agreement and if the invalid portion is such that the remainder cannot be sustained without it, the Parties herein shall find a suitable replacement to the invalid portion that shall be legally valid.

(d) This Confidentiality clause along with other documents executed by Associate or referenced in any such documents constitutes the entire understanding between the parties and supersedes all prior agreements and understandings pertaining to the subject matter thereof. No delay or omission of either Party in exercising or enforcing any of their rights or remedies hereunder shall constitute a waiver thereof.



(e) This Confidentiality clause may not be amended except in writing signed by authorized representatives of both parties.

(f) The obligations of Associate in terms of this Confidentiality clause shall continue during the term of or in the course of the employment of the Associate with TCS and shall continue thereafter in perpetuity.

Handwritten signature

Offer Letter

Date :08/12/2021

Dear Chisha Parwani,

This has reference to the interview you had with us. We are pleased to know that you will like to be a member of Team.

We are pleased to offer you a position of **Business Analyst Trainee** and the place of the employment shall be **Jaipur**.

We at 360 DEGREE CLOUD will pay you CTC of **INR 360000.00**. per annum, all inclusive. The details of the salary break up will be given to you at the time of joining. Your salary will be subject to all applicable taxes and other deductions as per Indian Tax Statutes.

You will report to the company by **05/01/2022**.

You will be on probation for a period of **6 MONTH**, which may be extended or reduced at the sole discretion of the management.

This offer letter is probational till the time of confirmation of past experience as may be claimed by the employee is verified. 360 Degree Cloud shall have the right to verify all such document from the previous employers and the employee shall benefit all details in favor of 360 Degree Cloud to enable the process of confirmation of past experience as quickly as possible. All employees holding an experience and who are joining 360 Degree Cloud not as a fresher, their past experience is mandatorily to be confirmed and shall have probational allotment subject to confirmation of the requirement as mandatory.

By acceptance of this offer letter, the employee as confirms that all documents submitted by him/ her including in relation to his/her past work experience with previous(s) employer and in support of education qualification are genuine. In the event any document submitted by the employee to the 360 Degree Cloud is found to be fake or forged, this offer letter will be considered null and void at any point of time. In such cases the employee shall be liable for damages as well as subjected to legal prosecution under the law.

The employee indemnify and shall keep the 360 Degree Cloud indemnified at all time against any claim or action from third party based on any false or incorrect information or document submitted by the employee for the purpose of his/her employment in 360 Degree Cloud Technologies Pvt. Ltd.

We expect you to join us on or before **05/01/2022** Please note that this offer is valid subject to your signing and returning the duplicate copy (attached) of this letter within two working days.

We welcome you and are delighted that you have chosen to be part of our team. We hope your association with us will be mutually beneficial, pleasant and fulfilling.

Thanking You Yours sincerely,

For 360 Degree Cloud Technologies Pvt. Ltd.



Mr. Siddharth Sehgal (CEO)

ACCEPTANCE:

I accept the company terms and conditions and confirm by taking up the position **Business Analyst Trainee** from 05/01/2022.

Signature:

Ms. Chisha Parwani (Business Analyst Trainee)

Please bring the following documents on the joining date.

- Documents (Original and Photocopy both)
- Academic Certificates (10th, 12th, Graduation/Post Graduation)
- Permanent ID Proof - (PAN Card, Aadhar Card)
- Photographs – 4 passport size pictures
- Permanent Residence Proof (Driving License, Voter ID, Passport)- Any two
- All Previous company documents (Photocopy of Offer letter, Last Three Month Salary Slip and Bank Statement, Experience and Relieving Letter)

Annexure I

CTC	360000.00
Gross Benefit Amount	26792.00
Other Benefits	750.00
Contribution Amount	2458.00
Recurring Deduction Amount	1755.00

GROSS BENEFITS			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Basic	Fixed	14625.00	175500.00
HRA	Fixed	7313.00	87756.00
Special Allowance	Fixed	4854.00	58248.00

OTHER BENEFITS		
COMPONENT NAME	NATURE OF COMPONENT	RENUMERATION
Insurance	Fixed	9000.00

CONTRIBUTION		
COMPONENT NAME	MONTHLY CONTRIBUTION	YEARLY CONTRIBUTION
Employer PF	1755.00	21060.00
Gratuity	703.00	8436.00

RECURRING			
COMPONENT NAME	NATURE OF COMPONENT	MONTHLY RENUMERATION	YEARLY RENUMERATION
Employee PF	Fixed	1755.00	21060.00

- 1) Any tax liabilities arising out of the salary pay-out shall be deducted as per the Income Tax Act, 1961. Tax computation shall be subject to Selection of regime and investment declaration submitted by you.
- 2) All the above components and benefits are as per company's policies, which are subject to terms and condition and may change from time to time without any prior intimation.
- 3) You will be eligible for Gratuity on completion of five years' service and you will be governed by the provisions
- 4) Joining Bonus (or Sign-on bonus) is the bonus that the company pays after three months from the date of joining. Employee here by agree that if he/she leave the company prior to completion of 1 year from his/her joining date, then company has the right to deduct or collect the entire bonus amount from the employee.



Wipro Enrollment Letter

Inbox



Wipro offer letter 21/11/2022

to me ✓



November 21, 2022

Dear **Devansh Tiwari**,

Congratulations! We are pleased to offer you the position of **Scholar Trainee - Work Integrated Learning Program** at Wipro.

Please click on the below link to review and accept your offer letter at the earliest using a **desktop/laptop**.

Note : You will not be able to save offer letter copy if you open the below link through a Mobile Phone.

We request you to accept the iCIMS Offer Letter within 14 days from the receipt of the offer Letter, failing which we will be forced to infer that you are no longer interested to be a part of Wipro fresher hiring process.

Steps to follow to accept and save the Offer Letter

To save your copy of Offer Letter, please open this email on desktop/ laptop. login to below mentioned





Capgemini Technology Services India Limited
(Formerly known as IGATE Global Solutions Limited)
IT 1, IT 2, Airoli MIDC, Thane - Belapur Road,
Navi Mumbai 400708, Maharashtra, India.
Tel: +91 22 7144 4283 | Fax: +91 22 7141 2121
www.capgemini.com/in-en

Superset ID: 2328322

Letter of Intent ("LOI")

Dear Naman Jain,

With reference to your interview conducted by us, we are pleased to inform that you have been shortlisted for the position of **Analyst** and **A3** with **Capgemini Technology Services India Limited** (hereinafter referred to as "Capgemini").

In this regard, we are proposing compensation package and benefits, the details of which are set forth in **Annexure 1** to this letter.

The final Employment Offer Letter shall be subject to your successful completion of all curricular requirements as laid down by the University/ Institute for award of the degree/ diploma and the minimum passing percentage/ grade/ rank/ class as determined by Capgemini.

The location of your initial reporting and training and the date of your joining would be communicated to you in due course of time post successful completion of your pre-joining trainings and final semester degree/ diploma examination.

The date of joining and the location of posting will be purely based on business requirements of Capgemini. Capgemini solely reserves the right to make any changes to the date of joining and the location of posting during the course of your training and employment with Capgemini.

Upon accepting this LOI, you will be provided access to the ADAPT (Accelerated Digital Aid for Pre-onboarding Talent) eLearning platform which allows you to learn and master the concepts and skills required to be industry ready. The learning will be a self-paced journey inclusive of assignments, assessments and webinars as deemed appropriate by Capgemini and the successful completion of the same is a prerequisite for joining Capgemini.

It is very essential that you effectively leverage this platform to complete the courses and clear the assignments and assessments. The progress made by you in this learning journey would not only help you in getting on-boarded on priority but also help you to be trained for advanced skills relevant to your career at Capgemini. We also encourage you to learn beyond the prescribed course curriculum and acquire industry recognized certifications to accelerate your career in this competitive industry.

Upon joining Capgemini,

1. You are expected to enter into an employment agreement with Capgemini which shall contain details including the scope, terms and conditions of your employment and the contractual obligation with Capgemini.
2. You will be on probation for a period of six months from your date of joining and subject to satisfactory performance your employment will be confirmed (vide written confirmation) at the end of six months.
3. During your probation you may be required to undergo classroom trainings for such duration as deemed necessary by Capgemini and your performance will be evaluated periodically during such training period

Capgemini reserves the right to decide the continuance of your further training and your employment depending on your performance in its opinion.

The terms of this Letter of Intent shall remain confidential and are not to be disclosed to any third party.

You may note that this letter should neither be construed as an offer of employment from Capgemini nor should it in any manner confirm our intent to make you an offer of employment. We may, at any time, at our discretion, revoke this Letter of Intent.

We would request you to go through the above terms, and let us know if they are acceptable to you, within seven days of the issuance of this letter.

We look forward to hearing from you. Should you have any query, please do not hesitate to contact fresherhiring.in@capgemini.com, please ensure below format of email subject -

- For queries on Letter of Intent (LOI), write to use with e-mail subject as: **Query on LOI - Superset ID 2328322**
- For queries about on-boarding process, please note the on-boarding communication will be sent once your document validation and verification process is completed. For further queries, write to use with e-mail subject as: **Query on On-Boarding - Superset ID 2328322**
- In case of any other query, write to use with e-mail subject as: **Other Queries- Superset ID 2328322**

Thanking you,
Yours Sincerely,

For & On Behalf of Capgemini

Tejinder Sethi
Head - Fresher Hiring

This is a system generated document and does not need a signature

ANNEXURE 1

Naman Jain

Associate and A3

You will be under probation for six (6) months from your date of joining Capgemini. During this period, your all-inclusive annual target compensation (on a cost to company basis) will be **INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. **Subsequent to your successful completion of training and probation, your all-inclusive annual target compensation (on a cost to company basis) will continue at INR 2,75,000/- (Rupees Two Lakh Seventy-Five Thousand only)**. On completion of 1 year of service from your date of joining, you will receive a fixed incentive of **INR 25,000 (Rupees Twenty-Five thousand only)**

Based on your Date of Joining, your compensation shall be paid monthly. The Company shall deduct tax at source at the time of making payment

For & On Behalf of Capgemini

Tejinder Sethi

Head - Fresher Hiring

15.01.2022

To,
Mr. Nirbhay Agrawal
Jaipur, India.

Dear Nirbhay Agrawal,

It is our pleasure to offer you the internship at **Roni Analytics**, further to the discussions you had with us. The internship position is available from 17-Jan-2022 for a period of six (6) months. You will be paid a stipend of Rs. 20,000 per month during this internship. We expect you to confirm acceptance by 16-Jan-2022.

This offer will commensurate only on satisfactory verification of your papers and reference checks. Please ensure to have the following documents available with you for submission on your date of joining.

1. Copy of your academic certificates starting from X
2. Copy of Identity and Address Proof (Aadhaar card is mandatory)
3. Copy of PAN
4. Photograph

Offer stands canceled in case of any deviations in information or if you fail to report to work on or before pre-decided date.

We look forward to your confirmation and are confident that you will play a key role to our company's projects.

Yours truly,

Srinivasan Alagurajan
Manager
Roni Analytics LLP

January 15, 2022

PRIVATE AND CONFIDENTIAL

Wipro Enrollment Letter



Inbox



Wipro offer l... 11/24/2022

to me ▾



November 24, 2022

Dear PRANAV TIWARI,

Congratulations! We are pleased to offer you the position of Scholar Trainee - Work Integrated Learning Program at Wipro.

Please click on the below link to review and accept your offer letter at the earliest using a desktop/laptop.

Note : You will not be able to save offer letter copy if you open the below link through a Mobile Phone.

We request you to accept the iCIMS Offer Letter within 14 days from the receipt of the offer Letter, failing which we will be forced to infer that you are not interested in the position.





January 3, 2023

Welcome to Wipro's Work Integrated Learning Program ("WILP")

**Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sariapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256**

Dear Tarun swami,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", is written over a horizontal line.

**Aparna Shailen
General Manager - Human Resources**

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ("PRP") that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of**



the premier engineering Institution / University upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal



at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs. 1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").



- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/- (Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8th semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.
- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class is organized.
- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm



- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty / , University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.



- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head / Manager of WILP Academy
- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
 - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
 - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.



- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.



11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have wilfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.



- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training and Self-Directed / Recorded lecture sessions).

16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment , as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.



Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

19. Work Allocation:

As part of your work responsibilities, you may be assigned to work on certain projects/accounts or other assignments as may be deemed fit by the Company in its sole discretion. Refusal to accept and deliver on such assignments shall be treated as a refusal to work and may result in termination of your employment or other disciplinary action.

Yours sincerely,

For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", is written over a horizontal line.

Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I

CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)

I Tarun swami, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."



ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioural skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioural skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioural intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses



Travel

- i. You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- ii. There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- i. You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- ii. If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- iii. Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- iv. Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the time of exit.

Skill Preferences 1 : DAAI -Decision Science

Location Preferences

1 : Jaipur

Skill Preferences 2 : DAAI -Information Management (IM)

Location Preferences

2 : Pune

Skill Preferences 3 : DAAI - Intelligent Data Platform (IDP)

Location

Preferences 3

: Bangalore

☒ Accept ☐ Decline

☒ **Signature Tarun swami 11/10/2022 2:57 AM**

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T : +91 (80) 2844 0011

Doddakannelli F : +91 (80) 2844 0054



Sarjapur
Road

E : info@wipro.com

Bengaluru
560 035

W : wipro.com

India

C : L32102KA1945PLC020800

25607558

JOB OFFER LETTER**15.12.2021**

To,
Ms. Unnati Vasayani,
Jaipur

Dear Unnati,

We are pleased to inform you that reference to your application and subsequent interview, you have been promoted to a Full Time Role as an Administrative Coordinator at LessonBoard Edu Solutions Pvt. Ltd., Bangalore.

Terms and conditions of your appointment shall be as under: -

1. This is a Full Time Role. Your joining date is 02nd January, 2021.
2. This is a Work from Home Offer. You shall not be required to physically report to our office.
3. You shall be paid a salary of Rs. 18,000/- (Rupees Eighteen Thousand) per month subject to a Profession Tax deduction of Rs. 200/-
4. Your appointment and continuance in service is further subject to (a) production of all Degrees / certificates qualifying you for the job, (b) confirming all rules and regulations in force from time to time in the institution and obeying all other lawful orders / instructions / directions of the Manager / Centre Head/Director, given to you in connection with day to day discharge of your duties in this company.
5. You shall be required to fulfill all the responsibilities mentioned in your KRA Document attached to this letter.
6. We shall be providing the necessary training to you to help you understand the scope of work. You would be expected to perform your duties with diligence and sincerity.
7. You shall be given 1 weekly off on a weekday. Twelve(12) paid leaves are allotted in a year.
8. You shall have to serve a notice period of minimum of 30 days. In case of failure to serve the notice period, your 1 month's salary shall be forfeited and the experience letter shall not be given.
9. Your future growth at LessonBoard Edu Solutions Pvt. Ltd. shall be governed entirely by your performance.

We once again welcome you to LessonBoard and hope to add value to your skills.





April 24, 2022

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Virat Kumawat,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", is written over a horizontal line.

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic

program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month

salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

7. Regulations of Academic study:

- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8th semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.
- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class

is organized.

- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head / Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
 - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
 - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one month's (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training) and Self-Directed / Recorded lecture sessions.

16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

Yours sincerely,

For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I**CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Virat Kumawat, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioral skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioral skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioral intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

POST CONVERSION DETAILS

Post successful completion of your course and conversion to full time employment, you will be part of the Campus Program which has a special bonus and aided career path. Please find below the compensation and bonus plan as part of the program which will be effective from your joining date with Wipro as a full time employee.

Your compensation post successful completion of your course and joining as a full time employee will be Rs.6,00,000 per annum. In addition to the mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of Year 1	1,00,000 – 1,50,000
End of Year 2	1,00,000 – 1,50,000
End of Year 3	1,00,000 – 1,50,000

Please note the terms and conditions:

1. The special bonus is subject to

- you being "active" in the services of the company through to retention date as applicable
- your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

2. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

3. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 3 tranches of bonus payouts

4. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

5. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

6. You shall keep the contents of this letter confidential

Note: The above shall be applicable on successful completion of your course and will be effective from your joining date with Wipro as a full time employee.

ANNEXURE – V

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the

time of exit.

☒ Accept ☐ Decline

☒ **Signature** Virat Kumawat 24/4/2022 11:36 AM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

T :+91 (80) 2844 0011

Doddakannelli **F** :+91 (80) 2844 0054

Sarjapur
Road

E :info@wipro.com

Bengaluru
560 035

W :wipro.com

India

C :L32102KA1945PLC020800

24384878



April 23, 2022

Welcome to Wipro's Work Integrated Learning Program ("WILP")

Work Integrated Learning Programme
Wipro Limited, Dodda Kannelli
Sarjapur Road, Bengaluru - 560 035.
Phone: (080) 28440011/12, Fax: (080) 28440256

Dear Vivek Singh,

Sub: Enrolment letter to Wipro's Work Integrated Learning Program ("WILP") as Scholar Trainee – Work Integrated Learning Program

Welcome to WILP!

With reference to your application, it is our pleasure to enroll you as a Scholar Trainee – Work Integrated Learning Program. This is a scholarship program customized as a robust academic and training program which will enable you to obtain M-Tech degree from one of the premier engineering institution / University in India.

The duration of the academic program shall be 48 months from the **date of enrolment to the academic program**. You will be enrolled into the academic program within 12 months from date of joining. Your date of joining will be intimated through a separate communication.

We hope you enjoy the learning with WILP and have an enriching experience being a part of Wipro Limited ("Wipro or "Company").

Please read through the terms and conditions of your enrolment as provided below.

We look forward to having a long and fruitful relationship with you at WILP, Wish you all the best!

Yours sincerely,
For **Wipro Limited**,

A handwritten signature in black ink, appearing to read "Aparna Shailen", is written over a horizontal line.

Aparna Shailen
General Manager - Human Resources

Endorsement

I accept the enrolment and the terms and conditions thereof as specified below. I shall report for undergoing study on

Terms & Conditions of Scholarship

1. PROFILE:

You have been selected to be a part of Wipro's WILP and are enrolled as a Scholar Trainee- Work Integrated Learning Program. Upon joining WILP, you will have to undergo a "Project Readiness Program" ('PRP') that prepares you to participate in projects at the Company as part of this learning program. This robust academic program will also enable you to obtain **M-Tech degree from one of the premier engineering Institution / University** upon successful completion of the course.

2. DURATION:

The duration of your academic program will be for a period of 48 months from the date of enrolment to the academic

program. You will be enrolled into the academic program within 12 months from date of joining. Unless the Company extends the period of your study in writing, which is done solely at the discretion of the Company, your enrolment would automatically terminate at the end of the stated 48 months.

In case the Company extends the academic period (in writing) you will continue to be enrolled as a Scholar Trainee – Work Integrated Learning Program with WILP.

3. Appointment details:

We provide support to our global customers through various Company locations in India to suit customer requirements by operating 24x7. You would be operating from any of these locations and in any of the shifts, including night shift, as may be decided by the Company, keeping in mind the business needs and deliverables to customers.

4. Scholarship/Stipend and Benefits

During your period of enrolment, you would be entitled to a consolidated monthly scholarship.

Apart from the monthly scholarship, the Company will provide you with life & accidental insurance that would include a cover for you, the premium / cost will be taken care of by Wipro. This is a voluntary benefit offered by the Company and the details of the same are listed below.

- i. A Group Personal Accident Insurance (GPAI) coverage of **Rs.12,00,000/-**. You could also choose to get additional coverage for a nominal and highly negotiated premium. More details on the policy are available in My Policies section in myWipro, the HR portal at Wipro.
- ii. Group Life Insurance coverage of **Rs.14, 00,000/-**. This sum insured is inclusive of cover as per EDLI (Employee Deposit Linked Insurance). You can also get an extra coverage for a nominal and highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

In addition to the above, you are also eligible for medical insurance cover towards hospitalization.

You are eligible for a floater coverage of Rs.2,00,000/- per annum for family (self, spouse & children) towards hospitalization. There will be a deduction from your monthly scholarship/stipend depending on your marital/family status towards the base sum insured premium. 10% of the claim amount would need to be borne by the employee/Scholar trainee.

Base Medical insurance is to be availed by the employee as default. It is accounted for in deductions as a nominal monthly charge. Top-Up cover is voluntary and charged as applicable during renewal timelines.

If you wish to enhance the coverage, a top up cover option is also available for a highly negotiated premium. More details on the policy are available on My Policies Section in myWipro, the HR portal at Wipro.

The below table lists down your scholarship details:

Period	Scholarship	ESI	Consolidated Scholarship (Rs. Per Month)
First year	15000	488	15,488/- (*)
Second year	17000	553	17,553/- (*)
Third year	19000	618	19,618/- (*)
Fourth year	23000	0	23,000/- (*)

(*) You shall be responsible for payment of all statutory contributions, taxes, dues and levies as may be required under the relevant laws including contributions under Employees' State Insurance Corporation Act (**at 0.75% of your Scholarship**) as and when applicable to you. Such contributions, taxes, dues and levies where required, shall be deducted from your Scholarship and benefits according to applicable laws and regulations.

Your fourth-year scholarship will continue until completion of your M-Tech program. Your enrolment into the MTech academic program within 12 months from date of joining.

You shall be eligible to receive a onetime "joining bonus" of Rs.75,000 after you join Wipro along with your first month

salary. All applicable taxes on the payment of this amount will be borne by you. Please note in the event you leave the organization within 12 months from the date of joining, payment processed under Joining bonus shall be recovered from the employee at the time of exit.

The enhancement of the scholarship at the end of each academic year of study will be at the discretion of the Company and subject to your satisfactory progress of study, acquisition of skills, behavior, regularity and punctuality in attendance. Your continued enrolment in the course, will be at the discretion of the Company, and is subject to satisfactory academic performance and other requirements as prescribed in the WILP portal.

In case your project performance at any stage is not found to be at par with the requirement of WILP, then you would be placed on performance improvement program (PIP). If you fail to successfully complete the PIP, the Company may at its sole discretion discontinue your enrolment in the WILP program.

Book Allowance:

A Book Allowance of Rs.1,250/- will be provided to you per semester. This allowance will be given every semester except the last semester when you will be engaged in dissertation. The allowance will be paid to you centrally along with your scholarship during the course of each semester. The allowance will be subject to tax. Book allowance is applicable and paid only when you are registered for the semester.

5. Training Agreement:

- i. This letter of enrolment is subject to the execution of a training agreement in the prescribed proforma with Wipro Limited, Sarjapur Road, Doddakannelli, Bengaluru-560035 on or before joining the program ("Training Agreement").
- ii. This Training agreement shall be for a total period of 60 Months where you will be mentored for developing your skills and knowledge. This included technical training, in various formats, both online and offline and practical experience in various projects. The Company invests on your behalf for the cost of these trainings. Should you discontinue the WILP program or your enrolment with WILP is cancelled for any reason whatsoever before the completion of 60 months from the date of joining, the training expenses of Rs.75,000/-(Rupees Seventy five thousand only) will have to be paid by you as detailed in the Training Agreement.

6. PROJECT READINESS PROGRAM (PRP)

Upon enrolment, you will have to undergo a Project Readiness Program (PRP) to prepare you to participate in projects. This is offered by Wipro's - Talent Transformation Department to all campus and off-campus selects. The broad objective of PRP is to equip you with the necessary knowledge and skills that will enable you to start working on real-life project work which is an integral part of the WILP.

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- i. You will be enrolled for M-Tech program with a renowned institution ("University") that collaborates with Wipro for WILP.
- ii. Course specialization includes but is not limited to Software Systems, Software Engineering, Information Technology, Computing Systems and Infrastructure Management, Data Analytics, IoT, Cloud, Digital & Cyber security, Embedded Systems.
- iii. Your specialization and enrolment would be decided based on prevailing business requirements and decision of the Company is final and binding.
- iv. You will not be able to change Specialization track after enrolment.
- v. Overall program duration is 4 years from date of enrolment of academic program.
- vi. As per the program structure, a WILP Scholar trainee will register and pursue 4 to 6 courses per semester over 7 semesters.
- vii. You will be required to submit a project work / dissertation in your final semester (8th semester of your program). This will enable you to advance your professional capabilities by applying concepts and techniques in projects.
- viii. Each course has multiple evaluation components. This includes an assignment component, quiz, mid-semester examination and comprehension examination. All evaluation components are mandatory for securing a pass grade in a course as prescribed by the partnering institution.
- ix. Contact classes are organized as per the handout and calendar prepared and shared by the University at the beginning of each semester. In the normal course, one session of 2 hours duration per course per contact class

is organized.

- x. You will be called upon to undergo studies during the hours and days as may be fixed by the Company from time to time. Normally, the study hours would be from 9:00am to 6:00pm
- xi. The faculty will take attendance/circulate attendance sheets for every session. It is your responsibility to ensure that your attendances are recorded properly.
- xii. WILP Scholar trainees are expected to be on time for every session. Punctuality is non-negotiable and the faculty reserves the right to deny entry and attendance to late comers.
- xiii. Attending 75% of contact session is mandatory for each course to appear for examinations.
- xiv. Not attending classes for reasons like medical/on the job training /late coming/personal problems and other similar reasons would be treated as absenteeism.
- xv. Scholar trainees who fail to meet the minimum attendance criteria will not qualify for comprehension exams for any of the registered courses in that semester.
- xvi. For any reason, you are not able to meet the minimum attendance criteria or not complete the mandatory assignments / quiz / examinations in any semester, you are required to repeat the same semester as and when the next batch is organized. In such cases, rules and regulations governing academic programs at that time would be applicable. In addition, additional semesters fees are to be borne by you as prescribed by the University.
- xvii. At the end of each semester, the performance of each Scholar Trainee in a course, is specified as a letter grade which is obtained through a Relative Grading procedure
- xviii. Any Scholar trainee securing 3 or more cumulative fail grade at any point in time will be expelled from WILP Program.
- xix. The 8th semester of study is fully devoted for dissertation / project work
- xx. If a Scholar trainee's CGPA is less than 5.5, the Scholar trainee will not be permitted to register for the dissertation. He/she has to re-appear for exams and secure a CGPA of 5.5 before taking up the dissertation. Also, a Scholar trainee with an E grade in any course will not be permitted to register for the Dissertation
- xxi. Project / Dissertation work has to be carried out by each individual separately. Teamwork is not permitted.
- xxii. The dissertation has to be completed strictly as per the guidelines that are outlined by collaborating institution.
- xxiii. WILP Scholar trainees are expected to maintain decorum and discipline in line with Wipro's professional work culture and environment.
- xxiv. In cases where a Scholar trainee deviates from the expected behaviour as prescribed by the WILP and partnering institution from time to time , strict action will be taken and the decision of the WILP Team / faculty /, University would be final and binding.
- xxv. Breach of integrity will be dealt with sternly. Such Scholar trainees will be asked to discontinue their studies and also expelled from WILP program.
- xxvi. On successful completion of the study, you will be eligible to receive the M-Tech degree from the collaborating University, in recognition of your successfully completing the course.
- xxvii. All Scholar trainees of the WILP will be given testimonials at the end of the successful completion of the M-Tech degree program. The testimonial contains the timeline in the WILP and the kind of project works carried during this opportunity.

Mode of contact session, examination pattern and other academic program norms are subject to change based on the prevailing situation / University norms declared from time to time. Decision of the University would be final and binding.

8. Conflict of Interest:

- i. During your enrolment period with the WILP, you will focus exclusively on the requirements of the program. In addition to your study and academic requirements, you are required to engage yourself exclusively in the work assigned by Wipro and shall not take up any independent or individual assignments (whether part time or full time, in an advisory capacity or otherwise) directly or indirectly without the express written consent of Head / Manager of WILP Academy

- ii. You shall ensure that you shall not, directly or indirectly, engage in any activity or have any interest in, or perform any services for any person who is involved in activities, which are or shall be in conflict with the interests of Wipro.
- iii. The Conflict of Interest Policy also refers to the need on your part, during your enrolment and for a period of one year from the cessation of your enrolment with WILP (irrespective of the circumstances of, or the reasons for, the cessation) not to solicit, induce or encourage:
 - a. Any student/scholar trainee of the WILP to abandon /withdraw their enrolment with the program or to accept enrolment and/or employment with any competitor, supplier or any customer with whom you have a connection.
 - b. Any employee of Wipro to terminate their employment with Wipro or to accept employment with any competitor, supplier or any customer with whom you have a connection.
 - c. Any customer or vendor of Wipro to move their existing business with Wipro to a third party or to terminate their business relationship with Wipro.
 - d. Any existing employee and/or student of WILP to become associated with, or perform services of any type for any third party.
- iv. In case of any conflict or doubt, please discuss the matter with Head / Manager of WILP, to understand Wipro's position on this and resolve the conflict.

9. Obligation and Responsibilities:

- i. During the study period you will be governed by the WILP regulations and instructions as may be modified, from time to time, in relation to conduct, discipline and other matters.
- ii. During your study as part of WILP, Company expects you to undergo study in the area in which you are placed, with a high standard of initiative and efficiency. This is critical and Company has zero tolerance towards any deviations.
- iii. You would not be allowed to seek membership of any local or public body without the written approval from the Head / Manager of WILP.
- iv. During the study period and thereafter, you would not be allowed to give out to anyone in writing or by word of mouth or otherwise, particulars or details of work - process, technical know-how, research carried out, security arrangements, or administrative and/or organizational matters of confidential or secret nature which you may come across during your academic study or become known to you by virtue of your undergoing study under WILP or otherwise.
- v. You are bound by all regulations, instructions and policies of the WILP and Wipro. These are updated / modified on a periodic basis and new policies may be introduced and notified to Scholar trainees from time to time and you will be bound to comply with the same.
- vi. In consideration of the opportunities, trainings and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by WILP/Wipro and in the course of your association with WILP. This covenant shall endure during your association and beyond the cessation of your association with WILP (irrespective of the circumstances of, or the reasons for, the cessation).
- vii. In connection with your association with Wipro as part of the WILP and during the term of your association upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business or academic session hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

During the period of academic study, if you develop or conceptualize inventions, ideas, concepts, discoveries, techniques and improvements (including without limitation computer software) solely or jointly with others in relation to the operation of the WILP / Wipro, such developments will be fully communicated to the WILP academy and will be the sole intellectual property of Wipro. You agree to cooperate in the execution of documents to facilitate the assignment of such intellectual property when required.

10. Confidentiality:

- i. In consideration of the opportunities, training and access to new techniques and know-how that will be made available to you, you will be required to comply with the Confidentiality Policy of Wipro. Therefore, please maintain all Confidential Information as defined from time to time in the Confidentiality Policy of Wipro, as secret and confidential and do not use or disclose any such Confidential Information except as may be required under obligation of law or as may be required by Wipro and in the course of your enrolment. This covenant shall endure during your enrolment and beyond the cessation of your enrolment with Wipro (irrespective of the circumstances of, or the reasons for, the cessation).
- ii. During your training on projects at Wipro, you will be expected not to use or disclose any confidential information, including trade secrets, of any former employer (if any) or other person with whom you have an obligation of confidentiality and by signing below you affirm that you have no conflicting obligations or non-compete agreements that would prevent you from working without limitation for Wipro.

11. Assignment of Intellectual Property

In connection with your enrolment and during the term of your enrolment, upon conception or creation, you shall disclose and assign to Wipro as its exclusive property, all inventions, ideas, concepts, discoveries, techniques, and improvements (including without limitation legal documents, training materials, computer software and associated materials) developed or conceived by you solely or jointly with others (whether or not during business hours), and shall comply with the Policies of Wipro in relation to Intellectual Property.

12. Posting

During the initial study period, initially you would be made familiar with Wipro, but you may if needed be re-assigned or transferred to another division, department, establishment or new location where Wipro, has its office or operation and WILP classes are running in the particular location, in India, without enhancing the scholarship amount. On placement of this nature, you will also be governed by the disciplinary rules and regulations as applicable in that unit/branch. You may also be placed in any sister company of Wipro, for practical studies.

13. Misconduct:

- i. In case you are charged with any misconduct or disciplinary issue during your study period, your enrolment with WILP may be temporarily placed on suspension without payment of scholarship amount, for such period as Wipro may deem fit. If the charges against you are proved to be true, your enrolment may be immediately cancelled, without any notice or payment of scholarship in lieu of notice notwithstanding any clause of this letter of enrolment. It is clarified that this clause is without prejudice to Wipro's rights to enforce the Training Agreement duly signed by you even after cancellation of your enrolment for whatever reasons as the case may be.
- ii. Notwithstanding the condition regarding written notice of termination and without prejudice to Wipro's right to enforce the Training agreement, Wipro shall have the right to terminate your academic study without any notice or payment of scholarship in lieu thereof, if any declaration given or information furnished by you to WILP/ Wipro is found to be false or if you are found to have willfully suppressed any material information.

Please note that at any stage, whether during your selection process or upon enrolment with the WILP, if it is brought to our notice that you have indulged in malpractices or used illegal means to clear your online assessment, Wipro shall withdraw or revoke the enrolment and cancel the same with immediate effect and we reserve our rights to take suitable action against you as we may deem fit.

14. Cancellation of Enrolment:

Notwithstanding any of the clauses of this letter of enrolment, Company reserves the right at its sole discretion to cancel this enrolment during the study period without assigning any reason, by giving one months' (30 days) notice or one month's scholarship/stipend in lieu of notice.

15. Study Hours:

- i. As a Scholar Trainee – Work Integrated Learning Program, you will be called upon to undergo studies during the hours and days as may be fixed by WILP from time to time as per the University requirements.
- ii. You would be assigned to any of the locations and any project work as part of your WILP as may be decided by the Company.
- iii. The full day lecture sessions will be held at any of Wipro's other establishments/outourced venue. You may also be called upon to attend academic study as and when required on holidays, as may be scheduled in accordance with the convenience of the organizing team of the WILP.
- iv. The university will plan contact classes in multiple format to suit the project work situations and university guidelines such as contact classes in ILT (instructor Led training) and / or VILT (virtual Instructor Led Training) and Self-Directed / Recorded lecture sessions.

16. General:

- i. This letter of enrolment is subject to the condition that you have not provided us with any false declaration or wilfully suppressed any material information. If you have, you will be liable for cancellation of enrolment from the WILP without any prior notice.
- ii. The terms of this letter of enrolment may be specifically enforced legally, if required. In this connection, if any of the provisions of this letter are declared or found to be void or unenforceable due to any reason whatsoever, the remaining provisions of this letter shall continue in full force and effect.
- iii. These enrolment terms supersede and replace any existing agreement or understanding, if any, between Wipro and you relating to the same subject matter.
- iv. You warrant that you are not prevented by a court or by any other administrative or judicial order from enrolling under this agreement. In the event that you are not a citizen of the country of posting, you should have a valid work permit to work in the country of posting.
- v. During the period of enrolment you are required to comply with all policies of WILP and Wipro. These policies are updated / modified on a periodic basis and new policies may be introduced and notified to the Scholar Trainees from time to time. You agree to comply with all policies as modified from time to time.

17. On Completion/Cancellation of Academic Program:

- i. On Completion of the academic program or cancellation of your enrolment, as the case may be, you will immediately surrender to Wipro/ the Academy all specifications, formulae, documents, literature, drawings or records, etc. belonging to Wipro/ the Academy or relating to its business and shall not make or retain any copies of these items.
- ii. You are not eligible to receive testimonial certificate if you do not successfully complete the academic study in accordance with this letter of enrolment and the study scheme formulated by the Academy.
- iii. Wipro reserves the right to offer employment at its sole discretion to a Scholar trainee on successful and satisfactory completion of the academic study.

18. Acceptance of Enrolment Letter:

Upon accepting the above terms and conditions, you are required to return the duplicate of this letter of enrolment, duly signed by you as a token of your acceptance on the day of joining WILP program.

Please confirm that the above terms are acceptable to you and that you accept the enrolment by signing a copy of this letter of enrolment and submit the same on the date of joining.

Yours sincerely,

For **Wipro Limited**,



Aparna Shailen
General Manager - Human Resources

I have read, understood and agree to accept the enrolment on the terms and conditions herein.

I shall be present for the induction session on

ANNEXURE I**CONFIRMATION ON SHARING PERSONAL INFORMATION (AS REQUIRED UNDER INFORMATION TECHNOLOGY ACT, 2000)**

I Vivek Singh, confirm that I am voluntarily sharing my Personal Information with Wipro Limited ('Wipro') being a part of WILP of Wipro for the following purposes:

- a. validating my application form and retaining records on the same for any future reference/verification;
- b. processing my application form including background verification checks;
- c. academic study related actions including record keeping, processing scholarship advance and benefits and any action required in the context of my enrolment with Wipro, being a part of WILP.

In this context, I also agree to the retention of such Personal Information by Wipro for any future reference/verification and authorize Wipro to transfer the same to a third party.

I understand that 'Personal Information' means any information, relating to me that is available with Wipro and is capable of identifying me."

ANNEXURE II

I hereby confirm that I shall submit the required academic certificate including but not limited to mark sheet and Provisional or Convocation Degree Certificate within 3 months from my date of joining. I understand that my enrolment is subject to my aggregate meeting the Wipro eligibility criteria and submission of the above mentioned documents.

I hereby declare that all the particulars mentioned above are true to the best of my knowledge. In the event of my failure to submit the above mentioned documents or in case of any discrepancy, I shall be liable for termination of my enrolment with Wipro.

ANNEXURE – III

INITIAL INDUCTION PROGRAM

The Talent Transformation team at Wipro groom's campus selects to help them face the challenges of the corporate world.

A holistic 360 degree approach to training is adopted and helps them hone their fundamental computer skills followed by insights into Wipro businesses, process, technology and behavioral skills.

To understand and appreciate the mindset of the young Trainees and ensure that the transformation is smooth, the induction program is done by a team of dedicated professionals who have exposure to the academic and corporate sectors alike. Project Readiness Program (PRP) is a training program designed to address the basic learning needs of the Trainees.

Corporate Readiness Program - CRP

The CRP program is focused on making young Trainees comfortable in a corporate environment. This program starts with a corporate induction.

"EMERGE" a behavioral skills building training program ensures that the fresh Trainee start feeling at ease in the "corporate world". This activity based behavioral intervention informs the new entrants about the corporate work culture and business etiquette.

Technology Readiness Program - TRP

The technology training provides critical technical skills required to work on projects allocated to Trainees and prepare to face the demands of the project world. We begin doing this by familiarizing with Wipro's businesses and work environment.

The methodology of training is "Project Based Learning" (PBL) approach, the entire learning is designed around a series of projects that the recruits are expected to complete individually by learning and applying various topics required to complete the project. Starting with individual projects, the PBL approach ends with recruits working on a team project.

ANNEXURE – IV

POST CONVERSION DETAILS

Post successful completion of your course and conversion to full time employment, you will be part of the Campus Program which has a special bonus and aided career path. Please find below the compensation and bonus plan as part of the program which will be effective from your joining date with Wipro as a full time employee.

Your compensation post successful completion of your course and joining as a full time employee will be Rs.6,00,000 per annum. In addition to the mentioned salary, you will be eligible for a special bonus in the first three years. This bonus is performance based and will be merged (added) to your salary after 12 months from the date of payout. The bonus will be paid as per the details below and will be subject to applicable payroll taxes and withholdings:

Year	Bonus
End of Year 1	1,00,000 – 1,50,000
End of Year 2	1,00,000 – 1,50,000
End of Year 3	1,00,000 – 1,50,000

Please note the terms and conditions:

1. The special bonus is subject to

- you being "active" in the services of the company through to retention date as applicable
- your employment has not been terminated for poor performance or for cause prior to retention date
- you have not resigned voluntarily or abandoned your job as of the retention date

2. Please note that this is subject to you meeting satisfactory performance levels. If the performance criteria is not fulfilled, you will not be eligible to receive the bonus. The same is understood and accepted by you.

3. The gross bonus amount paid will be recovered in case you leave the organization before 24 months of bonus payout. This will be applicable to all 3 tranches of bonus payouts

4. In the event of your deputation to a location outside your base location, at the time of bonus processing, you will be eligible to receive the bonus amount in applicable local currency in accordance with applicable exchange rate, as per company policy

5. The management team reserves the right to make changes to the program at any time during the year. In the event of an exceptional circumstance the management team's decision on the payout would be final and binding.

6. You shall keep the contents of this letter confidential

Note: The above shall be applicable on successful completion of your course and will be effective from your joining date with Wipro as a full time employee.

ANNEXURE – V

I have read and understood the terms of my enrolment letter. I agree and acknowledge that I am a Student/Scholar trainee with Wipro's WILP. I further undertake that I shall not represent to any person within Wipro or any other third party that I am an employee of Wipro Ltd and I fully understand that such false representation shall entail severe disciplinary action including immediate cancellation of my enrolment.

Travel, Accommodation, Food & Other Miscellaneous Expenses

Travel

- You would be entitled for Rs. 1500 from the date of appointment as a lump sum amount that will be credited with your first month stipend. You may utilize this amount towards Travel and you would not need to submit bills towards usage of this amount.
- There is no provision for reimbursement/allowance towards any expenses incurred in lieu of attending training or classes at different locations in the same city.

Accommodation, Food & other Miscellaneous Expenses

- You would be entitled for Rs.400 per day for 8 days (total amount of Rs.3,200) from the date of joining. You may utilize this amount towards accommodation, food & other miscellaneous expenses. This would be paid as a lump sum amount that will be credited with your first month stipend and you would not need to submit bills towards usage of this amount.
- If your posting location (the location where you would be based out of after training) is different from the training location (location where you undergo initial training), you would be entitled for the following:

Settlement and Miscellaneous Expenses: Rs.1200 per day for 7 days (total amount of Rs. 8,400) from the date of reporting to the posting location. You may utilize this amount towards boarding, lodging, conveyance & other miscellaneous expenses.
- Any location change after reporting to posting location will be treated as relocation/transfer and will be covered under the Transfer policy for Team Rainbow. For details you can refer the policy at myWipro-> My Policies -> India->My Travel>Transfer Policy-Team Rainbow.
- Campus joiners would not be eligible for accommodation at the Wipro guest houses.

Please note in the event that the employee leaves the organization within 6 months from the date of joining, all payments processed under Joining & Relocation Entitlements shall be recovered from the employee at the

time of exit.

☒ Accept ☐ Decline

☒ **Signature** Vivek Singh 23/4/2022 3:11 PM

(checking the checkbox above is equivalent to a handwritten signature)

Registered Office:

**Wipro
Limited**

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